

# PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CHANGE ORDER

STANDARD PO NUMBER 2894809

CONTRACT PO NUMBER 2894808

REVISION

REVISION

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One)

- ☐ CONSTRUCTION/DEMOLITION ☐ LEASE ☐ DEED  
☒ PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE


DEPARTMENT  
PLANNING AND  
DEVELOPMENT

FUNDING SOURCE (Percent)

FEDERAL 100% STATE % CITY % OTHER %

DEPARTMENT CONTACT PERSON

SANDRA O'NEAL

PHONE NO.

224-9976

CONTRACTOR'S NAME

CASS COMMUNITY SOCIAL SERVICES - REHAB.

DATE

PREPARED  
5-5-14

CONTRACTOR'S ADDRESS:

11850 WOODROW WILSON  
DETROIT, MI 48206ENGINEER'S ESTIMATE ☐CONTRACT ☒

CHANGE

TOTAL CONTRACT AMOUNT

\$80,000.00

TOTAL CPO AMOUNT

\$80,000.00

CHANGE AMOUNT

\$

PHONE NO. (313) 883-2277

☒ CORPORATION☐

PARTNERSHIP

☐

INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-3429921

MINORITY FIRM

☐

YES

☐

NO

PURPOSE OF CONTRACT: HOMELESS SERVICES

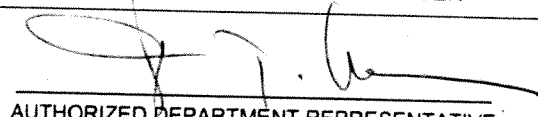
CHARGE ACCOUNT: 2002-361508-000000-651159-13340-000000-A3120

TIME &amp; DATE IN

APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER


TIME &amp; DATE IN

REQUESTING DEPARTMENT

  
 AUTHORIZED DEPARTMENT REPRESENTATIVE

BUDGET

- ☒ RECOMMEND APPROVAL  
☐ RECOMMEND DENIAL

  
 BUDGET DIRECTOR OR DEPUTY

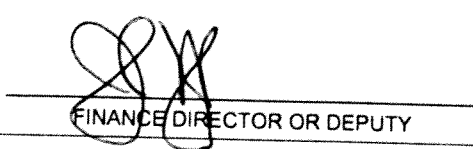
GRANT MANAGEMENT SECTION

- ☐ RECOMMEND APPROVAL  
☐ RECOMMEND DENIAL

GRANT ACCOUNTANT


FINANCE DEPARTMENT

- ☒ RECOMMEND APPROVAL  
☐ RECOMMEND DENIAL

  
 FINANCE DIRECTOR OR DEPUTY

LAW DEPARTMENT

- ☐ RECOMMEND APPROVAL  
☐ RECOMMEND DENIAL

  
 CORPORATION COUNSEL

PURCHASING DIVISION

  
 PURCHASING DIRECTOR

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE

DATE



CITY OF DETROIT  
OFFICE OF THE EMERGENCY MANAGER

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVE., SUITE 1126  
DETROIT, MICHIGAN 48226  
PHONE 313•224•3703  
FAX 313•224•4433  
WWW.DETROITMI.GOV

## MEMORANDUM

To: Janice Winfrey, City Clerk

From: Kevyn D. Orr, Emergency Manager  
City of Detroit

Date: September 23, 2014

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF  
SEPTEMBER 9, 2014 (ITEMS PASSED WITH AND WITHOUT WAIVERS)

I am authorizing approval of the following:

### ELECTIONS DEPARTMENT

Reso. Autho. Contract No. 2895797 - 100% City Funding - To Provide Printing Services of Various Forms for Election Activities - Contractor: Nationwide Envelope Specialist Inc., Location: 21260 W. Eight Mile Road, Southfield, MI 48075 - Contract Amount: \$29,923.56. ELECTIONS (This contract is for a One Time Purchase)

### MAYOR'S OFFICE

Reso. Autho. A Corrective Resolution relating to Line Item 89 of Regular Session Agenda dated July 22, 2014. (On July 22, 2014 your Honorable Body approved, with a waiver, the Declaration of Surplus and Transfer of Property from the Planning and Development Department to the Economic Development Corporation of the City of Detroit and U.S. Coast Guard (Line Item #89), which was a joint request by the Recreation, Finance, and Planning Development Departments (the "July 22 Resolution"). Following such approval, a scrivener's error was discovered in the legal description of the parcel described as "Parcel 40" in the July 22 Resolution.)

### LAW

A Proposed Ordinance to amend Chapter 41 of the 1984 City Code Peddlers, Solicitors and Vendors, by adding Article VII, Ice Cream Trucks, Division 1, Generally, consisting of Sections 41-7-1 through 41-7-20, and Division 2. License, consisting of Sections 41-7-21 through 41-7-50, to regulate the operation and license of Ice Cream Truck Vendors in the City. This proposed ordinance replaces the recently repealed provisions regarding regulation of Ice Cream Truck Vendors found in Chapter 55, TRAFFIC AND MOTOR VEHICLES, Article XI, Ice Cream Trucks, and provides additional licensing provisions consistent with general licensing requirements found in the 1984 Detroit City Code. INTRODUCE

Reso. Autho. Public Hearing for Monday, September 22, 2014 at 10:06 a.m. on the foregoing ordinance amendment.

### PLANNING AND DEVELOPMENT

Reso. Autho. Contract No. 2878361 - 100% Federal Funding - Facade Program - To Provide Improvements along Woodward Avenue between West Seven Mile Road and West Nevada Street - Contractor: Woodward Avenue Action Association, Location: 30947 Woodward Avenue, Suite 200, Royal Oak, MI 48073 - Contract Period: April 30, 2014 through October 30, 2015 - Contract Amount: \$50,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

OK  
J. Fox

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL  
SESSION OF SEPTEMBER 9, 2014 (ITEMS PASSED WITH AND WITHOUT WAIVERS)

Reso. Autho. Contract No. 2893845 - 100% Federal Funding - To Provide Emergency Shelter and Homeless Prevention - Contractor: Cass Community Social Services - ES & HP, Location: 11850 Woodrow Wilson, Detroit, MI 48206 - Contract Period: October 1, 2013 through December 31, 2015 - Contract Amount: \$200,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Contract No. 2893872 - 100% Federal Funding - To Provide Direct Legal Assistance, Legal Information Workshops, Seminars and In-Service Training, Contractor: Legal Aid & Defender Association, Inc., Location: 613 Abbott Street, Detroit, MI 48226 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$200,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Contract No. 2894808 - 100% Federal Funding - To Provide Emergency Shelter Rehabilitation - Contractor: Cass Community Social Services - Rehabilitation, Location: 11850 Woodrow Wilson, Detroit, MI 48206 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$80,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Contract No. 2895436 - 100% Federal Funding - To Provide Emergency Shelter Services for Youth - Contractor: Matrix Human Services, Location: 120 Parsons, Detroit, MI 48201 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$105,032.10. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Public Hearing for Brush Park Rehabilitation Project Development: 284 Eliot - to Michael Kelemen and Constance Kelemen, for the amount of \$42,000.00. (Offeror proposes to construct a multi-family residential building.)

Reso. Autho. Surplus Property Sale Adjacent lot Sale to Existing Commercial/Industrial Business Development: Parcel 611; generally bounded by Chrysler Freeway (I-75), Victor, Dequindre & Modern - to Caramagno Foods Company, for the amount of \$18,750.00. (Offeror proposes to demolish the structure at their own expense, remove all debris and create a greenspace buffer for their nearby food warehousing and storage facilities located at 14255 Dequindre.)

Reso. Autho. Surplus Property Sale - 19367 Ashton, to Sandra Davis, for the amount of \$4,200.00. (Purchaser proposes to rehabilitate the property for use as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 3351 Buena Vista, to Joy Ellen Rushing, for the amount of \$2,000.00. (Purchaser proposes to rehabilitate the property for use as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 12368 Kentucky, to Dwight U. Mayes, for the amount of \$4,900.00. (Purchaser proposes to continue using the property as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 17930 Maine, to Dominique Cecilia Alexander, for the amount of \$4,900.00. (Purchaser proposes to continue using the property as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 356 Newport, to Camal Tanksley, for the amount of \$4,200.00. (Purchaser proposes to rehabilitate the property for use as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 5420 Springswell, to John Tiberius Lup, for the amount of \$5,600.00. (Purchaser proposes to continue using the property as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 15434 Wabash, to Vallorie Johnson, for the amount of \$4,200.00. (Purchaser proposes to rehabilitate the property for use as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - Vacant Land - 4241 Fischer, to Perfecting Triumphant Church, for the amount of \$300.00. (Purchaser proposes to fence and maintain the property to enhance the adjacent church located at 4251 Fischer.)

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL  
SESSION OF SEPTEMBER 9, 2014 (ITEMS PASSED WITH AND WITHOUT WAIVERS)

#### POLICE

Reso. Autho. Petition of Tour de Troit (#281), request to hold "Tour de Troit" at Roosevelt Park and throughout the City on September 20, 2014 from 5:00 a.m. to 5:00 p.m.; with temporary street closure on Vernor, Michigan, 20th St., Dazelle, 14th St., 15th St., Lacombe St., 16th St., and 17th St. (The Police Department RECOMMENDS APPROVAL of this petition.)

#### RECREATION

Reso. Autho. To Extend grant agreement with the State of Michigan Department of Natural Resources-Trust Fund Grant for improvements at the Balduck Park In-Town Youth Camp. (The Recreation Department is requesting a time extension on the grant agreement with the State of Michigan Department of Natural Resources-Trust Fund for Balduck Park In-Town Youth Camp; Appropriation #13386.) (WITH A WAIVER)

#### RESOLUTIONS

Reso. Autho. Approving Brownfield Plan of the City of Detroit Brownfield Redevelopment Authority for the 711 West Alexandrine Redevelopment Project.

#### TRANSPORTATION

Reso. Autho. Contract No. 2896279 - 20% State, 80% Federal Funding - To Purchase 31 Heavy Duty Diesel Transit Coaches and Capital Spare Parts - Contractor: New Flyer LLC, Location: 711 Kernaghan Avenue, Winnipeg, Manitoba MC, R2C 3T4, Canada - Contract Period: August 1, 2014 through July 30, 2015 - Contract Amount: \$13,800,000.00. TRANSPORTATION

#### UNFINISHED BUSINESS

An ordinance to revise land use provisions and procedures in the 1984 Detroit City Code, primarily in Chapter 61 (Zoning), but also in Chapter 3 (Advertising and Signs), and Chapter 55 (Traffic and Motor Vehicles). These revisions are prompted by recent changes in the Michigan Zoning Enabling Act and the Detroit City Charter and by recent development trends, etc., laid on the table July 29, 2014.

cc: Stacy Fox, Deputy Emergency Manager  
Boysie Jackson, Chief Procurement Officer  
Gary Brown, Chief Operating Officer  
John Hill, Chief Financial Officer  
Sonya Mays, Senior Advisor to the Emergency Manager  
Shani Penn, Special Advisor to the Emergency Manager

# City Council Contract Agenda Items Review Checklist

Reviewer: \_\_\_\_\_ Date Received: \_\_\_\_\_

Date: May 5, 2014 Department: Planning and Development Division: NSS/Homeless

Dept Head/Contact Person: Sandra O'Neal Phone No.: 313-224-9976

Description: Cass Community Social Services Contract No.: 2894808 PO Type: Prof Svc - CPOEst.  
Value: \$ 200,000.00

Contract Term (if applicable): October 1, 2014 to December 31, 2015

Funding: City \_\_\_\_\_% State \_\_\_\_\_% Federal 100% Other: \_\_\_\_\_%  
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: \_\_\_\_\_ Required Date: \_\_\_\_\_

1. Is the product or service ESSENTIAL to department operations? ☒ Yes ☐ No

If "Yes" please explain why: Required activity and to stay within HUD guidelines to offer services to the homeless citizens of Detroit.

Consequence of not buying: \_\_\_\_\_

2. Was the product or service competitively bid? ☒ Yes ☐ No  
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:  
\_\_\_\_\_

3. Was a Co-Operative Agreement Considered? ☐ Yes ☐ No Co-Operative Name: \_\_\_\_\_  
If answer to #3 is "No" explain why a Co-Op was not considered: \_\_\_\_\_

4. Were savings achieved?  
☐ Yes Amount \$ \_\_\_\_\_ ☐ No  
Were additional savings requested? (10%) ☐ Yes ☐ No

5. Does the supplier currently provide other goods and services to the City? ☐ Yes ☒ No  
If yes please list: \_\_\_\_\_

6. The business being awarded is NEW CONTRACT  
If #6 is a renewal provide justification for renewal: Provide homeless services to the citizens of Detroit.  
If #6 is a increase/decrease does this represent:  
☐ Variance in unit price only (Current unit price \$ \_\_\_\_\_ Suggest Unit Price \$ \_\_\_\_\_ )

01/11/12

☐ Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments? ☐ Yes ☒ No

If "yes" can this req/par be combined other department requirements.? ☐ Yes ☐ No

8. Is this a service that can be performed by City employees? ☐ Yes ☒ No

Is this a service that City employees can be trained to do? ☐ Yes ☒ No

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NOTES:

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☐ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: \_\_\_\_\_

DATE: May 5, 2014

INFORMATION PROVIDED BY: Sandra O'Neal

TITLE: Project Manager      PHONE NO. 313-224-9976

BID TAB

#2 \$20,000

City of Detroit- Planning & Development Department  
Combined FY 2012 & 2013 Emergency Solutions Grant  
RFP Rehab Component Rating Criteria Guidelines

Name of Reviewer/Affiliate Organization: \_\_\_\_\_ Proposal#: 3 Date Reviewed: 12 DEC. 2013

Applicant Agency: Cash Community Assoc. SACS Total Points Scored: 98

**PART I: Threshold Requirements**

Proposals not meeting the basic eligibility requirements listed below will be eliminated from consideration and will not move forward to the Phase II review. **All Applicant Organizations MUST at a minimum have documented:**

**v Please check if included in proposal**

**Threshold Criteria**

**Requisite Documents**

<p>1. <input checked="" type="checkbox"/> Be a bona fide, tax exempt, private, nonprofit organization with a voluntary Board of Directors</p> <p>2. <input checked="" type="checkbox"/> Have an accounting system meeting generally accepted accounting principles</p> <p>3. <input checked="" type="checkbox"/> Have a written non-discrimination policy in the provision of assistance</p> <p>4. <input checked="" type="checkbox"/> Have at least two (2) years' experience serving eligible "homeless" and/or "<u>at-risk</u>" populations, under the ARRA-funded HPRP or the ESG program, as operated within the City of Detroit (funded either directly by the City of Detroit or as a sub-recipient under the Michigan State Housing Development Authority)</p> <p>5. <input checked="" type="checkbox"/> Document that the organization has appropriate rules and standards, policies and procedures for providing services and assistance as applicable</p>	<p>1. 501(c)3 IRS Certification or have included a stamped copy of application from a certifying agency</p> <p>2. Have qualified accounting/bookkeeping staff with documented cash management procedures and separation of accounting duties; Demonstrate accounting system with generally accepted accounting principles and policies i.e. accounts receivable, accounts payable and chart of accounts</p> <p>3. Have program policies and procedures with written procedures prohibiting the practice of discrimination in providing client assistance</p> <p>4. Have at least two years of program experience; Consider number of programs, program types and number of clients served</p> <p>5. Have program policies and procedures that document organization has specific system/process in place for making referrals and the process is streamlined, efficient and effectively meeting the needs of people seeking assistance</p>
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## PART II: Rating Proposals

There is a maximum of 102 points possible. These guidelines are broken up into the different sections and each section has an overall maximum number of points that the section is worth. There are sub-components within the section with its own maximum points possible (in **bold**, in parenthesis). Reviewers should score points anywhere along the scale, depending on how they view the response given in that section. Reviewers may also award half ( 1/2 ) points if they choose.

*For example, under "Relevant Experience and Management Capacity", the first sub-section is worth a maximum of 20 points. The reviewer reading this section didn't feel like the response earned 20 points. Therefore, the reviewer gave this section 15.5 points.*

### **SHELTER FACILITY REHABILITATION/UPGRADE REVIEW CRITERIA**

#### **A. RELEVANT EXPERIENCE AND MANAGEMENT CAPACITY (20)**

- 5 1. Demonstrate financial/bookkeeping capacity: 0-5 points
- 5 2. Quality/need of service provided: 0-5 points
- 5 3. Is the rehabilitation within the scope of PFR program: 0-5 points
- 5 4. Priority to address code/ADA requirements/energy efficiency/  
Hazardous conditions and green renovation: 0-5 points
- 3 5. No unresolved audit/monitoring findings: 0- 3points
- 0 6. Timely reporting/ payment submissions/ performance: 0- points

20 points

20

#### **B. PROJECT FEASIBILITY (15)**

- 5 1. Evidence of access to "cash flow" i.e. at least 60 days working capital via  
Bank statement, most recent audit report or letter of credit: 0-5points
- 3 2. Up to date taxes: 0-3 points
- 2 3. Evidence of property ownership: 0-2points
- 5 4. Signed certifications: 0-5 points

15 points

15

#### **C. PROJECT IMPLEMENTATION PLAN (15)**

- 4 1. Project completion/Performance time line Less than 12 months: 0-6 points
- 0 2. 12-15 months performance: 0-4 points
- 2 3. Demonstrate need for continued funding: 0-2 points
- 3 4. Evidence of Other collaborations necessary to provide  
successful program outcome:0-3

15 points

11

#### **D. COST EFFECTIVENESS & PROGRAM OUTCOMES (20)**

- 5 1. Outcome/impact of funding: 0-5 points
- 5 2. Demonstrate project area support (three letters of support, etc): 0-5 points
- 5 3. Document prior experience in renovating facilities with associated  
project delivery costs & design guidelines in accordance with local  
housing standards:0-5

20 points

20



Date Submitted:

## REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT DIVISION: PLANNING & DEVELOPMENT - NEIGHBORHOOD SUPPORT SERVICES

Contact: G. PRYOR

Project Manager: S. WALKER Phone: 313-9948 Fax: 313-244-224-2321

Type of Clearance: ☐ New ☐ Renewal (Please submit 30 days prior to submitting bid of expiration date)

A. For:  
City of Detroit  
Income Tax Division  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 512  
Detroit, MI 48226  
Fax: (313) 224-4588

For:  
Individual or  
Company Name: CASS COMMUNITY SOCIAL SERVICES  
Address: 11850 WOODROW WILSON  
DETROIT, MI 48206  
Telephone: 313-883-2277 Ext: Fax:

A. Name of Chief Financial Officer Authorized Contact Person  
(Include address if different from above)

REV. FAITH E. FOWLER

Telephone:

B. Employer Identification of Social Security Number

38-3429921

Spouse Social Security Number

Nature of Contract:

HOMELESS SERVICES

CONTRACT AMOUNT (If known):  
LABOR MATERIALS

C. **ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE**

Check One: ☐ Individual ☒ Corporation ☐ Partnership

### INDIVIDUALS ANSWER QUESTIONS 1,2,3,4

1. Have you filed joint returns with spouse during the last seven (7) years?  
(If yes, include spouse SSN above)

☐ YES

☐ NO

2. Are you a student, and/or claimed as a dependent on someone else's tax return?

☐ YES

☐ NO

3. Were you employed during the last seven (7) years?

☐ YES

☐ NO

4. Were you a resident of Detroit during the last seven (7) years?

☐ YES

☐ NO

### CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7

5. Is the company a new business in Detroit?

If yes, attach Employer Registration (Form DSS-4)

☐ YES

☐ NO

6. Will the company have employees working in Detroit?

☐ YES

☐ NO

7. Will the company use sub-contractors or independent contractors in Detroit?

☐ YES

☐ NO

D.

### FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☒ YES ☐ NO Signature: LAMONT FISHER  
☐ YES ☐ NO Signature: \_\_\_\_\_

INCOME TAX INVESTIGATOR

Date: APR 16 2013  
Date: \_\_\_\_\_

Expires: \_\_\_\_\_

Expires: \_\_\_\_\_

APR 09 2013

✓



# CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE FORM  
CITY OF DETROIT PLEASE FORWARD IN DUPLICATE TO ROOM 1012 (CCB)  
FINANCE DEPARTMENT COLEMAN A YOUNG MUNICIPAL CENTER  
REVENUE COLLECTION REVENUE COLLECTIONS- (313) 224-4087

1012 CITY-COUNTY BUILDING  
P.O. Box 33523  
DETROIT, MICHIGAN 48226  
PHONE 313-224-4087

FROM: ☐ CITY ENGINEERING ☐ HEALTH ☐ LAW ☐ POLICE  
☐ RECREATION ☐ WATER & SEWERAGE  
OTHER: ☒ Cass Planning & Development  
ADDRESS OF DEPARTMENT: 1850 Woodrow Wilson  
CONTACT PERSON: S. Walker PHONE NUMBER: 313 224 9948  
DATE SENT: 1/10/14

## SECTION B: CORPORATION

CORPORATION NAME: Cass Community Social Sup.  
ADDRESS: 11850 Woodrow Wilson  
☐ OWN ☐ LEASE CURRENT TAX IDENTIFICATION NUMBER: 38-3429921  
OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED:  
CONTACT PERSON: Monique Turner PHONE NUMBER: 863-2277

## SECTION C: PARTNERSHIP

BUSINESS NAME: 11  
ADDRESS: 11  
☐ OWN ☐ LEASE CURRENT TAX IDENTIFICATION NUMBER:  
OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED:  
A. PARTNER'S NAME: 11 PHONE NUMBER:  
HOME ADDRESS: 11 CITY/STATE/ZIP:  
☐ OWN ☐ LEASE SOCIAL SECURITY NUMBER:  
OTHER CITY PROPERTY OWNED ADDRESSES:  
B. PARTNER'S NAME: 11 PHONE NUMBER:  
HOME ADDRESS: 11 CITY/STATE/ZIP:  
☐ OWN ☐ LEASE SOCIAL SECURITY NUMBER:  
OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT:  
CONTACT PERSON: 11 PHONE NUMBER:

REVENUE COLLECTIONS  
APPROVED  
CONTRACT CLEARANCES

## SECTION D: SOLE PROPRIETORSHIP

OWNER'S NAME: 11  
HOME ADDRESS: 11  
CITY/STATE/ZIP: 11 ☐ OWN ☐ LEASE  
BUSINESS NAME: 11  
BUSINESS ADDRESS: 11  
SOCIAL SECURITY NUMBER: 11 PHONE NUMBER: 11 ☐ OWN ☐ LEASE  
CITY/STATE/ZIP: 11  
CURRENT TAX IDENTIFICATION NUMBER: 11  
OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED: 11  
OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT: 11

## SECTION E: PERSONAL SERVICES

NAME: 11  
HOME ADDRESS: 11  
CITY/STATE/ZIP: 11 ☐ OWN ☐ LEASE  
SOCIAL SECURITY NUMBER: 11 PHONE NUMBER: 11  
OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT: 11

For TREASURY COLLECTION USE ONLY

For INCOME TAX DIVISION USE ONLY

☒ APPROVED ☐ DENIED WITH ATTACHMENTS  
CLEARANCE VALID UNTIL JAN 15 2015  
John M. Level 1-10-2014  
DATE

☐ APPROVED ☐ DENIED  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

REVISED 7-12-2012

**COVENANT OF EQUAL OPPORTUNITY**

(Application for Clearance- Terms Enforced After Contract is Awarded)

I, **Rev. Faith E. Fowler**, being a duly authorized representative of **Cass Community Social Services, Inc.**, (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e)  
RFO / PO No. (if applicable) \_\_\_\_\_

Duration of Covenant \_\_\_\_\_ to \_\_\_\_\_

Printed Name of Contractor/Organization: **Cass Community Social Services, Inc.**

Contractor Address **11850 Woodrow Wilson St.** **Detroit, MI** **48206**

Contractor Phone/E-mail **313-883-2277** **ffowler@casscommunity.org** **cstan@casscommunity.org**

Printed Name & Title of Authorized Representative **Rev. Faith E. Fowler, MPA, M. Div., Executive Director**

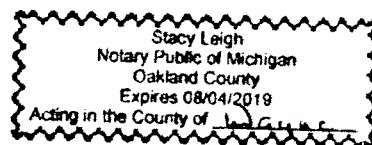
Signature of Authorized Representative *Rev. Faith E. Fowler*  
Date: **4-2-14**

Signature of Notary *Stacy Leigh*

Printed Name of Seal of Notary **Stacy Leigh**

My Commission Expires **8/4/19**

"This document MUST be notarized!"



FOR CONTRACTING DEPARTMENT USE ONLY

Date Rec'd \_\_\_\_\_ Received by *[Signature]* Title \_\_\_\_\_

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434



# CERTIFICATE OF LIABILITY INSURANCE

CASSC-7

OP ID: TR

DATE (MM/DD/YYYY)

12/06/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brownrigg Companies, Ltd. 840 West Long Lake Rd Ste 100 Troy, MI 48098 Valissa J. Naganashe		<b>CONTACT NAME:</b> Valissa J. Naganashe <b>PHONE (A/C, No, Ext):</b> 248-373-5580 <b>FAX (A/C, No):</b> 248-373-5586 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Cass Community Social Services Ms. Rev. Fowler; Exec Dir 11850 Woodrow Wilson Detroit, MI 48206		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> HSAWCF		
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	1133 SA MI	01/01/2014	01/01/2015	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Detroit is an Additional Insured with respect to the General Liability as funder.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY-4</b>  City of Detroit PLANNING & DEVELOPMENT 65 Cadillac Square, Suite 100 Detroit, MI 48226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Valissa J. Naganashe

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CASSC-7

OP ID: VN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Brownrigg Companies, Ltd. 840 West Long Lake Rd Ste 100 Troy, MI 48098 Valissa J. Naganashe	<b>Phone:</b> 248-373-5580 <b>Fax:</b> 248-373-5586	<b>CONTACT NAME:</b>	
		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Great American Insurance Co.	
		<b>INSURER B:</b> CNA Insurance Co.	
		<b>INSURER C:</b> Hartford Fidelity & Bonding	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PAC 0594211	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Professional 1m3m			PAC 0594211	10/01/2013	10/01/2014	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Abuse 1m3m			PAC 0594211	10/01/2013	10/01/2014	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG \$ 3,000,000
							EBL \$ 1m3m
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			CAP 0594212	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB			UMB 0594213	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	D&O EPLI FIDU			596379371	10/01/2013	10/01/2014	Limit 1,000,000
C	CRIME			35FB00740224	10/01/2013	10/01/2014	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Detroit, Planning & Development, are an Additional Insured with respects to the General Liability as funder.

## CERTIFICATE HOLDER

## CANCELLATION

CITY--4

City of Detroit  
Planning & Development  
65 Cadillac Square, Suite 100  
Detroit, MI 48226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Valissa J. Naganashe

## Hiring Policy Compliance

### Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends, the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, by adding Division 6, *Criminal Conviction Questions for City Contractors*, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.

## Hiring Policy Compliance Affidavit

I, Rev. Faith E. Fowler, being duly sworn, state that I am the Executive Director of Cass Community Social Services, Inc., and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Rev. Faith E. Fowler

Title: CSSS Executive Director Date: 4-2-14

STATE OF Michigan )  
 ) SS  
COUNTY OF Wayne )

The foregoing Affidavit was acknowledged before me the 2nd day of April, 2014,  
by Rev. Faith E. Fowler



Stacy Leigh  
Notary Public, County of Oakland

State of Michigan

My commission expires: 8/4/19  
expires: 8/4/19

# CASS COMMUNITY SOCIAL SERVICES, INC.

11850 Woodrow Wilson – Detroit, Michigan – 48206

(313) 883-2277 [www.casscommunity.org](http://www.casscommunity.org)



## Application for Employment

PLEASE PRINT OR TYPE

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Last First Middle Initial

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

How long have you lived at above address? \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Home telephone with area code \_\_\_\_\_ Cell telephone with area code \_\_\_\_\_

Position(s) applying for \_\_\_\_\_ On what date are you available for work? \_\_\_\_\_

Have you ever filed an application with CCSS before? Yes No If Yes, give date(s) \_\_\_\_\_

Have you ever been employed by CCSS? Yes No If Yes, give date(s) \_\_\_\_\_

Are you currently employed? Yes No

Do you have a valid Michigan driver's license? Yes No If yes, is it a chauffeur's license or a CDL? \_\_\_\_\_

If it is a CDL, what endorsement(s) do you have? \_\_\_\_\_ Can you travel if your job requires it? Yes No

Are you prevented from lawfully becoming employed in this country because of Visa or Immigration Status? Yes No

Proof of citizenship or immigrant status will be required upon employment.

If you are under 18 years of age, can you provide required proof of your eligibility to work? Yes No

Are you available to work (circle): Full Time Part Time Relief or Seasonal

Are you currently on "lay-off" status and subject to recall? Yes No

Are you related to any Cass staff member/Board Member? Yes No

If Yes, please list name(s) \_\_\_\_\_

All qualified applicants will receive consideration without regard to race, color, veteran or marital status, gender, sexual orientation, age, religion, creed, national origin, personal appearance, disability or any other legally protected status. Employment is based on the provisions of Act No 453, Public Acts of 1976 approved by the Governor January 12, 1977 as amended by Act No. 162 Public Acts of 1977 and Act No. 153, Public Acts 1978, The Constitution of the United States and the State of Michigan, Americans with Disabilities Act, and the Mental Health Code.





2111 Woodward Ave., Ste. 608  
Detroit, Michigan 48201

(313) 964-2566 (p)  
(313) 964-2371 (f)  
www.chsinc.org  
www.facebook.com/CHS.Detroit

2111 Woodward Avenue  
Suite 608  
Detroit, MI 48201

Phone: 313.964.2566  
Fax: 313.964.2371

August 18, 2014

Ms. Sandra O'Neal, Program Manager  
City of Detroit  
Planning and Development Department  
Neighborhood Support Services Division  
65 Cadillac Square, Suite 1400  
Detroit, Michigan 48226

**RE: Question about the CHS Employment Application**

Dear Ms. O'Neal,

I am writing to responds to your question this morning regarding why Community & Home Supports (CHS) continues to use a question about an application's criminal history on our employment applications.

Our agency overall works with people of all ages, from youth to senior adults and people with disabilities and special needs, either directly or as a result of their membership in households we service.

Staff serving clients enrolled in our Detroit Emergency Shelter Grant specifically work with families, either at our office, at the clients' homes, or at third-part locations. It is in particular because they may be in the homes working on behalf of the children and their families that such a question is required.

Additionally, the required policy looks at felonies that either are child-related or less than five years old.

Please let me know if you require additional information.

Thank you.

Sincerely,

Nathaniel Warshay, MA LBSW  
Executive Director

nwarshay@chsinc.org  
(313) 964-2566, ext. 205



CASS COMMUNITY SOCIAL SERVICES, Inc.

*Consent for Criminal Sexual Registry/Criminal  
Background Search*

I hereby authorize Cass Community Social Services, Inc. (CCSS) to conduct a criminal sexual registry and criminal background search. This is required as part of the application process for residential programs. According to regulations of the program, the information obtained in this process may prevent admission into the program.

I affirm that the information provided in my application for services offered through CCSS is accurate. I understand that any misrepresentation or falsification may result in termination from consideration for housing or any other services offered. All information provided and obtained is kept confidential.

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Previous Alias/Maiden Name

\_\_\_\_\_  
Recent Addresses

\_\_\_\_\_  
XXX-XX

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Race/Ethnicity

\_\_\_\_\_  
Gender

\_\_\_\_\_  
Identifiable Scars or Tattoos

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

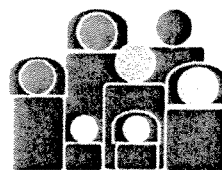
\_\_\_\_\_  
**Staff Only:**

\_\_\_\_\_  
CCSS Staff Signature

\_\_\_\_\_  
Results of Background Check

\_\_\_\_\_  
Date

\*This consent expires one year from the date of signature.



Cass  
Community  
Social  
Services

August 18, 2014

Ms. Sandra O'Neal  
Project Manager  
Neighborhood Support Services Division  
**City of Detroit**  
Planning & Development Department  
65 Cadillac Square, Suite 1400  
Detroit, MI 48226

**RE: Employment Application and Residential Application Regarding Criminal Sexual Background Checks**

Dear Sandra:

This letter shall serve as a statement of fact about the need for Cass Community Social Services, Inc. (CCSS or Cass) to conduct both Pre-Employment Criminal Sexual Background Checks as well as Potential Pre-Residential Criminal Sexual Background Checks.

Cass operates several shelters, transitional and permanent supportive housing facilities that house minor children. These include, but may not be limited to Women & Children's Warming Center, Family Shelter, Mom's Place TH and Bernauer Manor PSH located on the CCSS central campus and in other CCSS locations.

As a requirement from the State of Michigan, the Department of Human Services, the U. S. Department of Housing and Urban Development, Michigan State Housing Development Authority, The Salvation Army and our commercial insurance carrier, these requirements are mandated because Cass houses children. All affected person sign their understanding and acceptance of these checks prior to said checks being made. The same process is carried out annually to insure compliance with these important regulations.

As stated in our Policy: **Anyone convicted of any sexual criminal offense, cannot work at CCSS as an employee, contractor or volunteer; nor live at CCSS in any residential program.**

Attached to this letter is the CCSS Standard Operating Policy (2 pages), National Sexual Criminal Registry application (3 pages), and the Consent for this search (1 page) from potential residents. Furthermore, if a potential resident is turned down for this or any other reason, the individual is given a letter stating why they cannot participate at CCSS.

Please contact me directly with any issues or questions you may have with this proposal. Thank you.

Sincerely,

*Patricia A. McCaffrey-Green, MSW*  
Patricia A. McCaffrey-Green, MSW, MISP  
Director Advisor, Government Grants

11850 Woodrow Wilson • Detroit, MI 48206 • 313.883.2277 • [www.casscommunity.org](http://www.casscommunity.org)

Activity Center • Antisdel Apartments • Bernauer Manor • Brady Building • Cass Church • Cass House • Mom's Place I • Mom's Place II • Scott Building • Warehouse

**CASS COMMUNITY SOCIAL SERVICES, INC. (CCSS or Cass)**

**Subject: Policies and Procedures, Criminal Sexual Background Checks & Offenses**

**Effective Date: October 1, 2012**

**Programs: All Programs**

**Approved by:** *Rw. [Signature]*

Revision 6, October 1, 2012

**Purpose:**

To establish the procedures for Criminal Sexual Background Checks & Offenses

**Application:**

All employees, candidates for hire, residents, and volunteers.

**Procedure:**

- Criminal sexual background checks are conducted at the time of hire;
- before a volunteer over the age of fifteen (15) begins service; and
- at least annually thereafter by a member of the Human Resource Team.
- All contractors who conduct routine business with Cass Community Social Services may be required to perform criminal sexual background checks on the employees affiliated with Cass, and to provide the results to Cass prior to conducting business, and annually thereafter.
- Criminal sexual background checks are conducted at the time of intake or before a resident over the age of fifteen (15) concludes all residency eligibility requirements, and at least annually thereafter by a member of the Case Management Team.

Anyone convicted of any sexual criminal offense, cannot work at CCSS as an employee, contractor or volunteer; nor live at CCSS in any residential program.

Anyone accused of a sexual criminal offense in a court of law, must disclose this information to Human Resources immediately. Failure to do so, will result in termination. Accused, but not convicted employees will be remunerated until the matter is decided by the courts. At that time, if that employee is found innocent, their job, or one similar, will be returned to them. If they are found guilty by a court of law, that individual will be immediately terminated, and all remuneration will cease.

**Attachments or Comments:**

This policy is hereby made a part of the CCSS Personnel, Rights and Residents Manual.

**I. CONTINUOUS QUALITY IMPROVEMENT**

Cass Community Social Services Recipient Rights Advocate and CQI Committee shall monitor adherence to this policy as one of its site assessment process.

**II. COMPLIANCE WITH ALL APPLICABLE LAWS:**

This policy should read in conjunction with the Mental Health Code, Administrative Rules, other applicable laws, the Department of Community Health Policy and rules, and Agency policies.

**III. LEGAL AUTHORITY AND REFERENCE**

- A. Michigan Mental Health Code, P.A. 258 of 1974, as amended, MCL 330.1722; MCL 330.1723; MCL 330.1752
- B. Michigan Administrative Code, R330.7100, R330.7035
- C. Michigan Penal Code – P.A. 328 of 1931 as amended

**IV. EXHIBITS**

- A. Abuse, as defined by the Michigan Penal Code.
- B. Vulnerable Adult Abuse, as defined by Section 145n of the Michigan Penal Code
- C. Child Abuse, as defined by Section 136b of the Michigan Penal Code



### National Sex Offender Quick Search \*

*Enter a first name and last name; then press Search.*

FIRST :

LAST :

**SEARCH**

OR [search by location](#)

<http://www.nsopw.gov/?AspxAutoDetectCookieSupport=1>

### NSOPW FAQs

-- Select One --



### Public Registry Sites

--Select One--



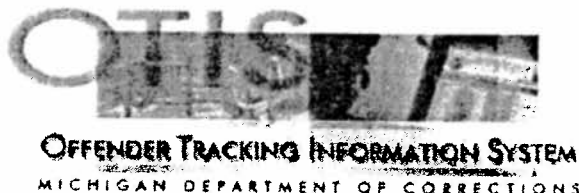
[Michigan.gov Home](#)[Contact MDOC](#) | [OTIS Help](#) | [MDOC's Most Wanted](#) | [Glossary](#) | [Disclaimer](#) | [MDOC Home](#)

## What is OTIS? What are the terms and conditions of its use?

OTIS is intended to offer information to the public that can then be verified through the Michigan Department of Corrections (MDOC), Michigan Courts, the Michigan State Police or other law enforcement agencies. A search of OTIS will provide information about offenders previously or currently under the jurisdiction or supervision of the MDOC. A search result will provide information about any offender who is, or was, in a Michigan prison, on parole or probation under the supervision of the MDOC, has transferred in or out of Michigan under the Michigan Interstate Compact, or who has escaped or absconded from their sentence. **Only offenders who have been under the jurisdiction or supervision of the MDOC within the last three years will appear. If more than three years has elapsed, the information will not be available on OTIS.**

OTIS does not exclusively display information on convicted felons. It provides information on felons and misdemeanants who are, or were, under the supervision of the MDOC.

Clicking on the Michigan Compiled Law number (MCL #) will take you to the Michigan Legislature Web site where the actual statute the offender was convicted of violating is presented. One statute may contain varying degrees of criminal behavior with multiple penalties that may fit the definition of both a felony and misdemeanor.



**If the sentence information displays "Attempt" after the offense, refer to Michigan Compiled Law 750.92 Attempt to Commit Crime for additional conviction and penalty information. This information may be found at the Michigan Legislature website at <http://www.legislature.mi.gov>.**

The Michigan Legislature requires the MDOC to keep offender information on OTIS for three years after discharge. **Information is removed from OTIS only if the conviction is set aside, expunged by the sentencing court or by operation of law, or three years has elapsed since the offender has discharged.** At the present time, only offenders sentenced to prison have their images displayed on OTIS, and these images are not updated after the offender leaves a Michigan prison.

While the information provided on this Web site is public record, some offenders have been sentenced under Michigan statutes that preclude disclosure of their conviction information to the public. That information does not appear in this database.

The Department of Corrections and the State of Michigan offer this information without any express or implied warranty as to its accuracy. The information on the database may not accurately reflect the most current location, status, projected release date or other information regarding an offender. Although every effort is made to maintain accurate records on this database, no action should be taken as a result of information found herein without confirmation with the MDOC, the Michigan State Police through the use of their Internet Criminal History Access Tool (ICHAT) or a review of the court file. The Michigan State Police ICHAT can be found at: <http://mi-mail.michigan.gov/ichat>.

If you believe the information presented on this site is inaccurate, out-of-date or incomplete, contact the Office of Public Information and Communications via e-mail at [correctionsinfo@michigan.gov](mailto:correctionsinfo@michigan.gov) or by calling (517) 373-6391. If you have any technical problems accessing or reading the information, please address any concerns to the Webmaster via e-mail at [mdocwebmaster@michigan.gov](mailto:mdocwebmaster@michigan.gov).

I have read and understand the information above.  
By clicking within this box to proceed, I agree to the terms and limitation as stated.

I Agree

Related Sites: [Sex Offender Registry](#) | [MCL Online](#)



[Michigan.gov Home](#)

[ICHAT Home](#)

[MSP home](#)

[Sitemap](#)

[FAQs](#)

[Contact Us](#)

[Register](#)

[Login](#)

[Help](#)



[Background Search](#)

ICHAT - Home

[Search Results](#)

[View Fee Charges](#)

[My Account](#)

[Shopping Cart](#)



The Internet Criminal History Access Tool (ICHAT) allows the search of public records contained in the Michigan Criminal History Record maintained by the Michigan State Police, Criminal Justice Information Center. All felonies and serious misdemeanors that are punishable by over 93 days are required to be reported to the state repository by law enforcement agencies, prosecutors, and courts in all 83 Michigan counties.

Suppressed records and warrant information are not available through ICHAT. Also not included are federal records, tribal records, and criminal history from other states. A search for a record that may be in another state requires that you correspond with that state directly.

Anyone can perform a search through ICHAT. At a minimum, the full name of the person and his/her date of birth is required. A fee of \$10 is charged for each search.

If this is your first time using the Internet Criminal History Access Tool (ICHAT), please select "Register"; otherwise select "Login" to proceed with a record search.

ICHAT accepts MasterCard, Visa, and Discover cards:



To access the Michigan Public Sex Offender Registry, click the following link: <http://www.mipsor.state.mi.us/>

[Michigan.gov Home](#) | [Sitemap](#) | [ICHAT Home](#)  
[Accessibility Policy](#) | [Privacy Policy](#) | [Link Policy](#) | [Security Policy](#) | [Survey](#)

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Name of Contractor Cass Community Social Services, Inc.

2 Address of Contractor 11850 Woodrow Wilson, Detroit, MI 48206

3 Name of Predecessor Entities (if any) Cass Community United Methodist Church  
3901 Cass Avenue, Detroit, MI 48201

4 Prior Affidavit submission? No Yes on: \_\_\_\_\_  
(Date of prior submission)

If "No", complete Items 5 and 6

If Yes, list date of prior submission above go to Item 6 and execute this Affidavit

5 Contractor was established in (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

\_\_\_\_ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

Contractor has found records that they or their predecessor(s) made Investments, or derived profits from the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s)

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

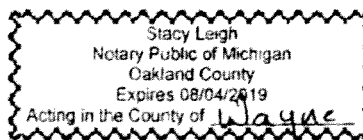
Rev. Faith E. Fowler--- Executive Director

En. fine i te (Signature)

4-2-14

Subscribed and sworn to before me  
this 2nd day of April, 2014

*Steve Seip*      Oakland  
Notary Public      County, Michigan  
My Commission expires:      8/4/19



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NOTICE OF ENACTMENT OF ORDINANCE  
TO: THE PEOPLE OF DETROIT, MICHIGAN

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(On June 23, 2004, the City of Detroit adopted the following Ordinance)

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ORDINANCE NO. 20-04  
CHAPTER 18  
ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES," BY ADDING DIVISION 7, TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE," WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V. of the 1984 Detroit City Code: titled "Purchases and Supplies," by adding Division 7 titled "Slavery Era Records and Insurance Disclosure," which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V of the 1984 Detroit City Code titled "Purchases and Supplies" by adding Division 7 titled "Slavery Era Records and Insurance Disclosure" which shall consist of Sections 18-5-91 through 18-5-93 to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid;
- (b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era of the United States.

Sec. 18-5-92. Affidavit of disclosure required.

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.
- (c) The affidavit shall disclose any information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor

Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94-18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective no later than thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter

(J C.C.p	May 5, 2004
Passed	June 23, 2004
Published:	July 19, 2004
Effective	July 19, 2004
	JACKIE L. CURRIE
	City Clerk

**City of Detroit  
Planning and Development Department  
Grant Agreement Review**

<b>Name of Organization:</b>	Cass Community Social Services		<b>Grant Amount:</b>	80,000
<b>Fiscal Year:</b>	13-14	<b>Contract Period:</b>	7/1/2014-12/31/15	<b>Grant Sources:</b>

All supporting documents and cover sheets were provided (check one): ☒ Yes ☐ No

If no, the following documents were missing:

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1. The contract was completed and signed, as applicable (check one): ☒ Yes ☐ No
2. The budget was included and correct (check one): ☒ Yes ☐ No
3. The agreement met all of the applicable grant requirements (check one): ☒ Yes ☐ No

If the answer to any of questions 2-4 is no, the following information is needed:

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**Reviewer Comments:**

ADSSD should request a detailed budget & payment schedule once bids are recieved and contractor selected.

Recommend approval: ☒ Yes ☐ No

  
Parelko, Corporate Facts

7/22/14  
Date

# NOTIFICATION OF CONTRACT AWARD

P & DD 4445

CPO #2894808 ORG #361508

OBJ. CODE/DETAIL: 651159 ACT. PUR. NO: \_\_\_\_\_

Name of Program: Homeless Public Service

Location: City of Detroit

Sponsor: City of Detroit

Grant Number: \_\_\_\_\_

% Minority Sponsorship: \_\_\_\_\_

ESG

100%

## PRIME or SOLE CONTRACTOR CONTRACTOR

Business Name: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cass Community Social Services-Rehab

11850 Woodrow Wilson, Detroit, MI 48206

(313) 883-2277

Internal Revenue Number (If Applicable): \_\_\_\_\_

Principal Ownership Over 50% (Check One on Each Line):

Black ☒ Hispanic ☐ Amer. Indian ☐ Asian ☐ White ☐

Sex: Male ☒ Female ☐

## SUB-CONTRACTOR

Business Name: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Internal Revenue Number (If Applicable): \_\_\_\_\_

Principal Ownership Over 50% (Check One on Each Line):

Black ☐ Hispanic ☐ Amer. Indian ☐ Asian ☐ White ☐

Sex: Male ☐ Female ☐

## CONTRACT AWARD

TYPE of CONTRACT: Construction ☒

Service X ☐ Supply ☐

Check Tier: Prime X ☐ Sub ☐

Sub/Sub ☐

Total Dollar Value: \$ 80,000.00

Award Date: \_\_\_\_\_

If Joint Venture, \_\_\_\_\_

Amount Minority: \$ \_\_\_\_\_

Amount Majority: \$ \_\_\_\_\_

This serves as such notification for the above contract.

[Signature]  
Preparer's Signature

Date 6/19/14

Section One: (to be completed by contract manager)

Date 5-5-14

Vendor Name **Cass Community Social Services- Rehab**

Phone # (313)883-2277

Address: **11850 Woodrow Wilson, Detroit, Michigan 48206**

Ownership over 50% ☐ Black ☐ Hispanic ☐ American Indian ☐ Asian ☒ White  
☒ Male ☐ Female

Organization Name: **Cass Community Social Services ES & HP**

JUL 22 2014

Approp. # **13340** Organization # **361508** Object Code # **651159**

CITY OF DETROIT  
HUMAN SERVICES DEPARTMENT DEPT  
BUDGET

Grantee APN: \_\_\_\_\_ Advance \$ 0.00

Contract Amount **\$80,000.00**

☒ Set-up ☐ Amendment Contract # CPO 2893845 SPO 2893842

Funding Source: CDBG ☐ HOME ☒ ESG ☐ HOPWA ☐ Other Federal ☐ State ☐ General Fund  
☐ Bond ☐ Other Contract Type: ☒ Construction ☒ Service ☐ Supply

Contract Period **January 1, 2014–December 31, 2015** Contract Description: **Homeless Public Service.**

Contract Manager: **Sandra O'Neal** Section: Neighborhood Servicer

Phone # **224-9976**

Section Two: Approval Process

➤ **Executive Manager:** Compensation clause equals Budget ☐ Yes ☐ No Funds Available ☐ Yes ☐ No  
In \_\_\_\_\_ FY Consolidated Plan: Activity: \_\_\_\_\_ \$ \_\_\_\_\_ In Scope ☐ Yes ☐ No

Contract Monitoring approved boilerplate ☐ Yes ☐ No Cited exhibits included in contract ☐ Yes ☐ No

Signature: \_\_\_\_\_

Date: **6/23/14**

➤ **EEO/Labor Standards:** Signature: **N/A**

Date: \_\_\_\_\_

➤ **Contract Monitoring:** Signature: **N/A**

Date: \_\_\_\_\_

➤ ☐ **Contract Manager:** (The following items are attached to the contract)

☒ Agreement Transmittal Record (C of D 979)

☒ Three copies of signed agreement/amendment

☐ Indirect cost proposal (if applicable)

☐ Clearances: ☐ Income Tax

☐ Property Tax

☐ Personal Property

☐ Human Rights

☐ Insurances: ☐ General Liability

☐ Automobile

☐ Workers' Compensation

☐ Other \_\_\_\_\_

☐ Notification of Contract Award signed by contractor/vendor

☐ Reason for delay: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

➤ ☐ **Department Approval:**

Cost Center Balance \$ **5,464,062.00**

Date: **7-22-14**

☒ Approved ☐ Denied ☐ Insufficient funds ☐ Incomplete/Incorrect forms ☐ Questionable account number

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

➤ ☐ **IDIS:** (Consolidated Plan) Signature: \_\_\_\_\_

Contract Manager must attach copy of IDIS Set-up Form

Date: \_\_\_\_\_

➤ **Accounting:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

☐ = Copy of form needed for file at these stops, also copy MIS for Federal reporting

CONTRACT # CPO 2894808  
SPO 2894809

☐ Waiver

CHANGE ORDER # «Amendment»

Agenda Date \_\_\_\_\_

DEPARTMENT Planning and Development Department CCR: \_\_\_\_\_

### CONTRACT SYNOPSIS

**CONTRACTOR**

NAME: Cass Community Social Services- Rehab

ADDRESS: 11850 Woodrow Wilson, Detroit, MI 48206

NOF Public Service – Living Wage Ordinance Does Not Apply

**WHAT FORM OF COMPETITION**

Request for Proposal (RFP) # NOF- Public Service

**DID THE DEPARTMENT ENGAGE**

Request for Quotes (RFQ) # \_\_\_\_\_

**IN TO OBTAIN THIS PROFESSIONAL**

Request for Qualifications (RFQQ) # \_\_\_\_\_

**SERVICE CONTRACT:**

If there was no competition obtained, explain why:

*Annual public Service Neighborhood Opportunity Fun RFP's (applications) are issued in October. City Council budgets awards for specific activities and organizations. This the projects are already earmarked for certain groups and cannot be bid out again*

**PROJECT:**

Cass Community Social Services-Rehab

**Type of Funding and %:**

100 % Emergency Solutions Grant

**CONTRACT  
AMOUNT:**

\$80,000.00

**CONTRACT  
PERIOD:**

January 1, 2014 thru December 31, 2015.

**ADVANCE  
PAYMENT**

N/A

**BRIEF  
DESCRIPTION:**

Homeless Services

**REASON FOR  
DELAY:**

N/A

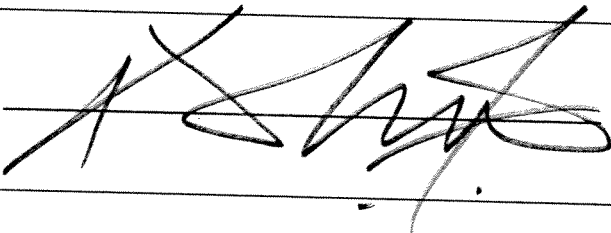
Date to Financial Management \_\_\_\_\_  
Must Be Stamped with Time Clock

## FINANCIAL AND RESOURCE MANAGEMENT

### CONTRACT, PAYMENTS, AND PURCHASE ORDER TRANSMITTAL

Contractor or Payee: <b>Cass Community Social ServicesREhab</b>		PDD Division: Development
CPO: 2894808	SPO 2894809	Prepared By: S. O'Neal
Payment #:	Amount:	Date Returned to Submitting Division:
Appropriation #: <b>13340</b>	Organization #: 361508	Reason Returned:
Object Code: <b>651159</b>		DRMS BATCH #:
APN:		IDIS Vouchers #:

THIS SECTION BELOW TO BE COMPLETED BY THE FINANACIAL & RESOURCE MANAGEMENT DIV.

SECTION	DATE-IN	REMARKS	DATE-OUT
LABOR STANDARDS (IF APPLICABLE)	N/A	N/A	N/A
NOF PROJECT MANAGER TEAM LEADER			6/23/14
FINANCIAL MAN. APPROVAL			
IDIS			
IDIS APPROVAL			



Funds Available Inquiry (COO)

Selection Criteria

Budget **CODAMENDED**

Amount Type **Year To Date Extended**

Period **JUN-14**

Encumbrance Type **ALL**

Account Level **All**

Funds Available (USD)

Summary

Account	Budget	Encumbrance	Actual	Funds Available
<input type="checkbox"/> 2002-361508-000000-651118-1334	218,422.00	131,976.31	86,445.69	0.00
<input type="checkbox"/> 2002-361508-000000-651118-1334	1,389,323.00	0.00	0.00	1,389,323.00
<input type="checkbox"/> 2002-361508-000000-651120-1334	507,617.00	0.00	0.00	507,617.00
<input checked="" type="checkbox"/> 2002-361508-000000-651120-1334	0.00	0.00	0.00	0.00
<input type="checkbox"/> 2002-361508-000000-651147-1334	17,834.00	0.00	0.00	17,834.00
<input type="checkbox"/> 2002-361508-000000-651147-1334	407,210.00	0.00	0.00	407,210.00
<input type="checkbox"/> 2002-361508-000000-651159-1334	500,000.00	0.00	0.00	500,000.00
<input checked="" type="checkbox"/> BUDC-361508-T-P06200-13340-T	6,269,606.00	610,667.67	194,876.33	5,464,062.00

Encumbrance Amounts

Requisition

0.00

Purchase Order

0.00

Other

0.00

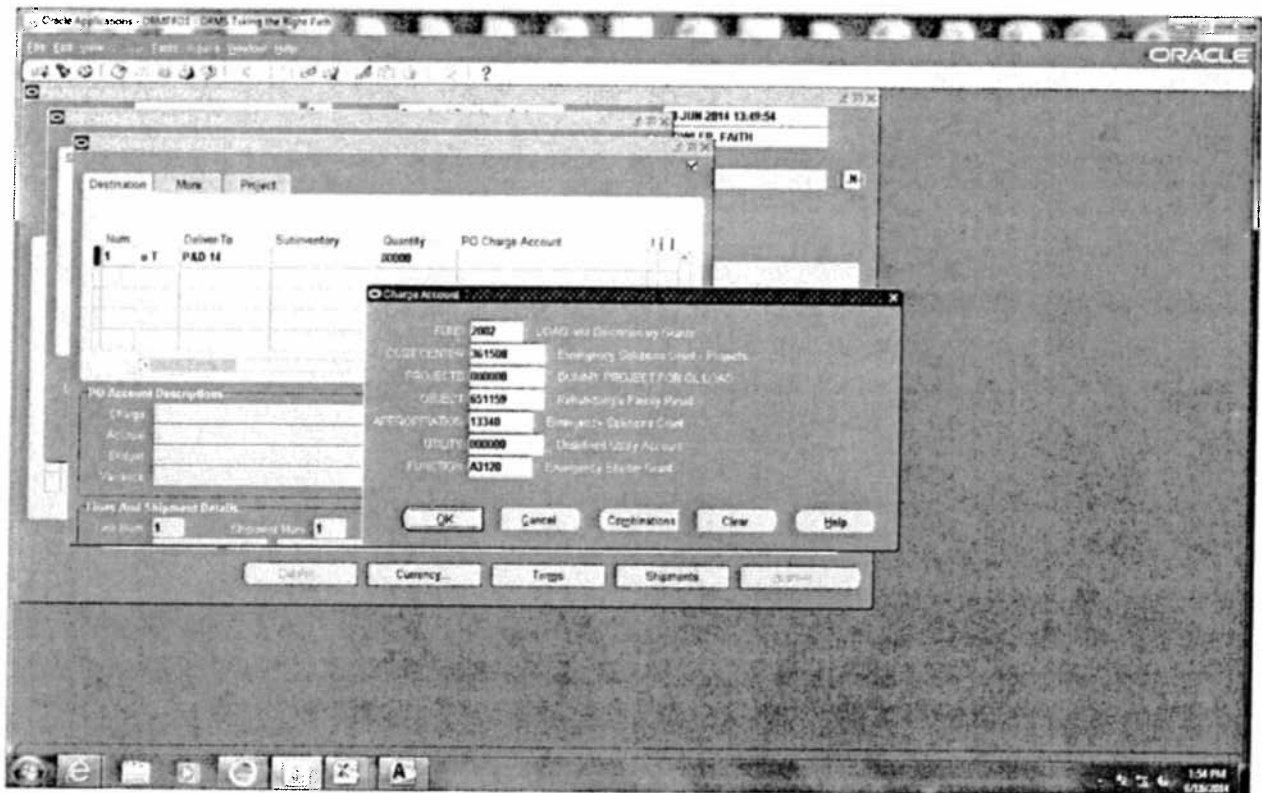
Account Description

UDAG and Discretionary Emergency Solutions - DUMMY PROJECT FOR GL-Administrative Costs-Emergency Solutions

VB  
7.22.14

[illegible]

[illegible]



Oracle Applications - DRUPD3 - CRM: Taking the Right Path

File Edit View Tools Window Help

Oracle CRM Contract Management

PO, PO# 20040000 0 Time Contract Purchase Agreement Contract 18-JUN-2014 13:45:17

Supplier CASS COMMUNITY SOCIAL S Site DETROIT 1 Contract FOWLER, FAITH

Ship To PAD 14 Bill To Citywide PO default Contract USD

Buyer Valina, Norberto T Status Incomplete Net Amount 00 000.00

Description 36 RTV Homeless ESG Contract (012-13) Rate 1.00

Lines Price Reference Reference Documents More Agreement

Num Supp

Supplier Name CASS COMMUNITY SOCIAL SERVICE Number 1057639

Supplier City DETROIT 1

Country

Address 11800 WOODROW WILSON, DETROIT, MI, 48206

City State Zip 313 003-2277

Buttons: Cancel, Canceling, Temp, Primary, Archive

1:49 PM 6/12/2014

2844808

Do you have any special skills or abilities that you would like us to know about: \_\_\_\_\_

Indicate your ability to speak (English)      Fluent      Good      Fair      Poor

Indicate your ability to read (English)      Excellent      Good      Fair      Poor

Indicate your ability to write (using English)      Excellent      Good      Fair      Poor

What world (foreign) language(s) do you know? (indicate proficiency) \_\_\_\_\_

Do you know sign language? (indicate proficiency) \_\_\_\_\_

What computer language(s) do you know? (indicate proficiency) \_\_\_\_\_

## REFERENCES

(Please list three people not living with or related to you)

Name	Address with City, State and Zip Code	Phone Number with area code	Occupation with Relationship to Applicant

Are you related to or living with a CCSS staff member?    ☐ Yes    ☐ No    If yes, who \_\_\_\_\_

Are you related to or living with a CCSS Board member?    ☐ Yes    ☐ No    If yes, who \_\_\_\_\_

## APPLICANT'S STATEMENT

I hereby understand and acknowledge that any employment relationship with Cass Community Social Services, Inc. is of an "at will" nature, which means that I as an Employee could resign at any time and the Employer (CCSS) may discharge me/an Employee at any time with or without cause. It is further understood that this "at will" employment relationship may not be changed verbally or by any written document or by conduct unless such change is specifically acknowledged in writing by the Executive Director of this organization.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

I understand, also, that Cass employees are required to abide by all rules/regulations of the employer and that, if employed by CCSS, the organization will require a criminal background check, testing for illegal drug use, and a Department of Human Services (DHS) clearance.

Signature \_\_\_\_\_

Date of Application \_\_\_\_\_

City of Detroit Planning & Development Department

**Emergency Solutions Grant Agreement**

CASS COMMUNITY SOCIAL SERVICES  
Emergency Shelter Rehabilitation

P & DD # 4445  
CPO # 2894808  
SPO # 2894809

**Emergency Solutions Grant Agreement**  
**Cass Community Social Services**  
**Emergency Shelter Rehabilitation**

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H. Payroll Register (Sample)	
I. Check Register (Sample)	
J. Budgetary Status Report (Sample)	
K. Long Distance Telephone Call Reimbursement Form (Sample)	
L. Private Car Mileage Report (Sample)	
M. Time Distribution Summary (Sample)	
N. Certification Regarding Debarment, Suspension Ineligibility, Voluntary Exclusion and Lower Tier Covered Transactions.	



- O. Certification Regarding Lobbying
- P. Separation of Church and State
- Q. Insurance Waiver – Worker's Compensation & Employer's Liability (Optional)
- R. Insurance Waiver – Owned Auto Liability Insurance (Optional)
- S. Insurance Waiver – Owned Auto Liability Insurance (Any Auto)
- T. Insurance Waiver - After City Executive of Agreement
- U. Executive Order 2007-1
- V. Sample Time/Task Log
- W. Funding Award Expenditure Certification
- X. HMIS Certification Letter from HAND
- Y. Documentation of Sub-recipients' Access to 90 Days cash flow statement
- Z. Emergency Solutions Grant Program Certification Forms

**CITY OF DETROIT  
EMERGENCY SOLUTIONS GRANTS PROGRAM  
AGREEMENT**

THIS AGREEMENT, entered as of this 1<sup>ST</sup> day of January, 2014 by and between the City of Detroit, Michigan, a municipal corporation acting by and through the Planning and Development Department (herein called the "City") and **CASS COMMUNITY SOCIAL SERVICES-REHABILITATION PROJECT**, a Michigan nonprofit corporation (herein called the "Sub-recipient")

**WITNESSETH:**

**WHEREAS**, the City has received a letter of credit for its entitlement of Emergency Solutions Grants funds (herein called "ESG") from the U.S. Department of Housing and Urban Development (herein called HUD), **CFDA NUMBER 14-231, GRANT AGREEMENT NUMBER S-12-MC-26-006, DUNS# 123528549** for fiscal year(s) **2013-2014, and;**

**WHEREAS**, the City has allocated a portion of its ESG funds to provide funding for nonprofit organizations which provide outreach, emergency shelter, homelessness prevention, rapid rehousing, transitional housing and/or essential/supportive services for the benefit of homeless persons within the City of Detroit, and;

**WHEREAS**, the City has approved the Sub-recipient as a provider of the services set forth in Article 2 herein, Scope of Services, and as described in Exhibit A, Scope of Services, attached hereto and made a part hereof (herein called the "Services"), and;

**WHEREAS**, the Sub-recipient represents that it is authorized and capable of performing the Services, and;

**WHEREAS**, the Services are to be performed at the location(s) (herein called the "Project Area") as described in Exhibit A; and;

**WHEREAS**, the provision of the Services in the Project Area shall herein be called the "Project";

**NOW THEREFORE**, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

**1. ENGAGEMENT OF SUBRECIPIENT**

1.01 The City hereby engages the Sub-recipient and the Sub-recipient hereby agrees to perform the Services hereinafter set forth in Article 2 herein, and as described in Exhibit A, attached hereto and made a part hereof, in accordance with the terms and conditions contained in this Agreement including **Exhibits A,B,C,D,E-F,G,H,I,J,K,L,M,N, O, P, Q-S,T, U, V, W, X, Y and Z.**

**2. SCOPE OF SERVICES, OUTREACH PLAN AND POLICY**

2.01 The Sub-recipient shall perform in a satisfactory and proper manner, as determined within the sole and reasonable discretion of the City, the Services as described in Exhibit A, attached

with regard to the extent and character of the Services to be performed, or the quality of performance required under this Agreement, the interpretation and determination of the City shall govern.

2.02 The Services shall include all conferences and consultations deemed necessary by the City for the Sub-recipient to properly and fully perform the Services.

2.03 The Services shall be performed at such locations as are appropriate to the proper performance of the Services.

2.04 The Services shall be undertaken in such sequence as described in Exhibit A, Scope of Services, attached hereto and made a part hereof, to assure their proper and expeditious completion in light of the objectives of this Agreement prior to the expiration date.

2.05 The Sub-recipient shall use its best efforts and devote such skill, knowledge, and ability as is necessary to most effectively and efficiently carry out and perform the Services during the term of this Agreement.

2.06 OUTREACH PLAN The Sub-recipient shall develop and must provide an Outreach Plan for services that it shall provide under this contract. Such outreach plan shall be submitted to the City within 30 days of the execution of this contract, if not already submitted as part of the application process and it shall be maintained by the Sub-recipient and made available to the City and/or HUD staff upon request.

## **2.07 PROGRAM POLICIES and PROCEDURES**

2.07 The Sub-recipient agrees to develop written program policies and procedures for the services it shall provide under this agreement, if it has not done so and submitted already as part of the application process, otherwise the Sub-recipient shall, within 30 days of the beginning of the contract term, develop and submit the same to the City for its approval.

2.08 The Sub-recipient must maintain its Outreach Plan and Program Policies and Procedures in a binder format, and shall be made available to the City or HUD staff upon request.

2.09 The Sub-recipient agrees that this agreement may be terminated if the Sub-recipient fails to show documentation of meeting HUD's national objectives or established eligibility requirements for the use of ESG grant funds under this agreement.

## **3. TERM OF PERFORMANCE**

3.01 This Agreement, subject to the approval of the City Council, shall be effective upon (1) such approval of the City Council and (2) execution by the Purchasing Director of the City of Detroit. The term shall be from **January 1, 2014 to December 31, 2015**. Upon the approval of the City Council and execution by the Purchasing Director, the City shall so notify the Sub-recipient. This Article 3 is subject to the provisions of Article 9, Termination.

3.02 The Sub-recipient shall have no authority to start work, no payments shall be authorized by the Finance Department of the City of Detroit, and the City shall not be liable for reimbursement for any materials or services purchased, or payment for any costs incurred by the Sub-recipient,

or any Services rendered by the Sub-recipient, which are purchased, incurred, or rendered prior to the term of this Agreement as specified in the Notice described in Section 3.01 herein.

#### **4. PERSONNEL AND ADMINISTRATION**

4.01 To ensure proper performance of the Services and a quality Work Product (as hereinafter defined), the Sub-recipient warrants that all Sub-recipient personnel assigned to the performance of the Services (herein called the "Employees") or consultants engaged by the Sub-recipient to perform the Services or any additional services (as may be agreed to by the parties hereto) are fully qualified and authorized to perform the Services under Federal, State, and local laws, rules, and regulations.

4.02 The City shall have the right of prior approval of all contractors and subcontractors assigned to this project. Each Employee, contractor, subcontractor or consultant, if any, employed by the Sub-recipient in the performance of this Agreement shall devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently perform the Services to conform with the highest practices in the industry.

The City may, within its sole discretion, and upon such terms and conditions as it deems appropriate, assign qualified City employees to work with the Sub-recipient in completing the Services when good and sufficient cause exists to do so and when it is not inconsistent with the terms of this Agreement. It is expressly understood and agreed by the parties hereto that the Sub-recipient shall be primarily and ultimately responsible to the City for the proper and expedient completion of the Services and assumes all liability and holds the City harmless for such performance by City personnel, when such performance is pursuant to the request of the Sub-recipient.

Notwithstanding the above, the Sub-recipient shall reimburse the City for the cost and expense of that personnel, including but not limited to, the wages paid, proper allowance for vacation, sick time and the City's contribution to the pension system, and the City's cost or expense for compensation insurance or benefits when such assistance is given at the Sub-recipient's request. All costs to the Sub-recipient of the expenses described herein for City employees assigned to work with the Sub-recipient shall not be eligible for reimbursement by the City to the Sub-recipient. City personnel shall not be deemed to be performing services or giving assistance at the request of the Sub-recipient unless such request is in writing and signed by the Sub-recipient and unless such services are not of a character normally performed by City personnel when the City is not a contracting party (e.g., services of building inspectors, even if requested in writing signed by the Sub-recipient, would not be deemed to be at the request of the Sub-recipient for purposes of this Section 4.02).

4.03 The relationship of the Sub-recipient to the City is and shall continue to be that of an independent contractor and neither party to this Agreement shall claim any liability benefits, such as worker's compensation, pension rights or liabilities arising out of or related to a contract for hire or employer/employee relationship, and no such liabilities or benefits shall arise or accrue to either party or either party's agent or employee with respect to the City as a result of the performance of this Agreement, unless expressly stated in this Agreement. No relationship other than that of independent contractor shall be implied between the parties or either party's agent or employee and the Sub-recipient hereby agrees to hold the City harmless from any such claim and any costs or expenses related thereto.

4.04 The Sub-recipient hereby waives any claim against the City and agrees not to hold the City liable for any personal injury or property damage incurred by an Employee(s), Contractor(s), Subcontractor(s), Agent(s) or Consultant(s) while working on this Project which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence or malicious and intentional conduct of an employee of the City acting within the scope of his or her employment and hereby agrees to hold the City harmless from any such claim by its Employees, Contractors, Subcontractors, Agents or Consultants, (such Employees, Contractors, Subcontractors, Agents and/or Consultants collectively herein called the "Associates").

4.05 In all cases in which an Employee, Contractor or Subcontractor must be replaced, for any reason, the Sub-recipient shall supply an acceptable replacement to the City as soon as possible.

Except where the Employee, contractor or subcontractor was withdrawn pursuant to a written request by the City, the Sub-recipient shall furnish such replacement on a no-charge basis for the period of time necessary for any retraining or job orientation.

4.06 All work to perform the Services hereunder shall be coordinated by the Project Coordinator, **Karen Plants**, hereby duly designated by the Sub-recipient and acceptable to the City, who shall in addition to his or her other duties, act as liaison between the Sub-recipient and the City.

The Project Coordinator shall arrange the Project time schedule and monitor performance, except that all requirements as to the Project time schedule as set forth in this Agreement shall be adhered to by the Sub-recipient. The Project Coordinator or his or her designated assistant shall meet regularly with representatives of the City to discuss progress made at the Project Area and any problems which may have arisen.

4.07 The Project Coordinator shall inform the City as soon as the following conditions become known:

a. Problems, delays, or adverse conditions which materially affect the ability to complete the Project or prevent the meeting of time schedules. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Sub-recipient and any City assistance needed to resolve the situation; or

b. Favorable development of events which enable meeting time schedules sooner than anticipated.

The Sub-recipient shall inform the City of the reasons for the occurrence of events specified in subsections "a" and "b" of this Section 4.07 as well as additional pertinent information.

4.08 For the term of this Agreement and for one (1) year after its termination, the Sub-recipient shall not employ any employee of the City, or any agent, or contractor of the City without obtaining the City's prior written consent.

4.09 The Sub-recipient shall not receive any payment from the City for any costs under this Agreement, including but not limited to, overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, or insurance benefits, or any other costs of the Sub-recipient's employees, contractors, subcontractors, agents, or consultants, in addition to or in

lieu of those set forth in, and pursuant to, the areas of cost and the maximum amounts thereof, as specified in the line items of Exhibit B, Budget, attached hereto and made a part hereof.

## **5. COMPENSATION & INTEREST DEPOSITS**

**5.01 COMPENSATION:** The City agrees to pay the Sub-recipient an amount up to **EIGHTY THOUSAND DOLLARS, AND 00/100, (\$80,000.00)** for the complete and proper performance of the Services as set forth in Article 2 herein, and as described in Exhibit A, attached hereto and made a part hereof. Such compensation shall be paid only as provided in, and pursuant to, the Budget, attached hereto as Exhibit B, and is inclusive of any and all remuneration to which the Sub-recipient may be entitled.

**5.02 INTEREST DEPOSITS:** Any interest earned on deposits of federal funds in excess of two hundred fifty dollars (\$250.00) earning per year shall be returned to the City for submission to the Federal grantor agency. Interest earnings of up to two hundred fifty dollars (\$250.00) per year may be retained by the Sub-recipient solely for administrated expenses but must be accounted for in the Sub-recipient's Records. The Sub-recipient shall report to the City on all such interest earning.

## **6. METHOD OF PAYMENT AND USES OF FUNDS**

**6.01** The Sub-recipient, in order to receive payment, shall submit a requisition for reimbursement consistent with and pursuant to (1) all requirements set forth in Exhibit D, Payment/ Reimbursement Procedures and Requirements, attached hereto and made a part hereof, (2) the items of cost and maximum amounts thereof set forth in Exhibit B, Budget, attached hereto and made a part hereof, and (3) all other terms and conditions of this Agreement, together with all necessary documentation as may be determined by the City. The City shall approve payment, in whole or in part, upon satisfactory review and approval of the requisition for reimbursement. In the event that the City shall require further explanation or documentation, the Sub-recipient shall provide such further explanation or documentation upon request.

**6.02** Each requisition for payment must be signed by the authorized representative of the Sub-recipient, and be submitted in a timely manner.

**6.03** Requests for reimbursement for a contract year must begin to be submitted to the City within 90 days of contract execution or the start of the contract term whichever is later and must be submitted monthly thereafter.

**6.04** All requests for reimbursements must be for expenses incurred or purchases made during the term of the contract.

**6.05** No request for reimbursement may be submitted later than ninety days after the termination date of the contract.

**6.06** The City has the right to rely on the Sub-recipient for submission of accurate invoices, including the support documents. Should any discrepancy in the records, or any other inaccuracy or inaccuracies result in overpayment or ineligible expenditures, such overpayments or ineligible expenditures shall be recovered from the Sub-recipient.

6.07 In the event of any audit findings which result in the disallowance of any use of funds, the Sub-recipient, at the sole discretion of the City, shall repay the amount of the disallowed funds to the City, even if the audit occurs after the expiration date or termination date of this Agreement. When the City is required to repay said disallowed funds to the grantor agency, it is understood that the reasonable time period may be limited to the time period that the grantor agency allows the City for repayment.

6.08 "Program income" shall mean gross income received by the Sub-recipient directly generated from the use of ESG funds, except that the full definition of "program income" shall be as defined in applicable Federal regulations, currently found at 24 CFR Part 84.

Unless this agreement provides elsewhere that the Sub-recipient may retain program incomes it receives and specifies the use or uses to which it may be put, the Sub-recipient shall return all program income to the City of Detroit, Planning and Development Department to be used for such activities as the City shall in its sole discretion determine. If the agreement authorizes the Sub-recipient to use some or all of the program income it receives during the course of the agreement, the use of such income Sub-recipient shall be subject to (1) all terms and conditions of this Agreement applicable to the funding of this Agreement and (2) all laws and regulations applicable to be the use of funds, including but not limited to 24 CFR 570.500(a) and 24 CFR 570.504.

6.09 Program income to be returned to the City shall be sent to the City within three days after its receipt, unless the Sub-recipient can apply the funds in the near future to the reimbursement of expenses already incurred. In such event, the funds shall be held until the next reimbursement request is prepared, deducted from the total amount of the draw request submitted and applied to the reimbursement of the expenses covered by the request. Said submittal shall clearly identify the amount of program income that was received and that is being used to reduce the amount of grant funds needed to cover expenses covered by the invoice.

6.10 Any Interest earned on deposits of federal funds in excess of two hundred fifty dollars (\$250.00) earning per year shall be returned to the City for submission to the Federal grantor agency. Interest earnings of up to two hundred fifty dollars (\$250.00) per year may be retained by the Sub-recipient solely for administrative expenses but must be accounted for in the Sub-recipient's Records. The Sub-recipient shall report to the City on all such interest earnings.

6.11 Upon expiration or termination of this Agreement, the Sub-recipient shall (1) transfer to the Planning and Development Department all funds, including all program income, on hand at the time of expiration or termination,; and (2) assign to the City all accounts receivable attributable to the use of funds together with a report on all such accounts receivable. If, subsequent to expiration or termination of this Agreement, the Sub-recipient should nevertheless receive funds the rights to which had been assigned to the City, the Sub-recipient shall immediately remit same to the City, together with detailed explanation regarding their source.

6.12 The requisition for reimbursement shall include the monthly performance report specified in Section 14.05 herein.

6.13 The recovery by the Sub-recipient of Administrative Costs is limited by: 1) the requirement of the ESG program pertaining to Solution facilities that Administrative Costs shall not exceed ten percent (10%) of the total operations and maintenance activity cost of Exhibit B, attached hereto, and 2), the requirement that Administrative Costs of service activities not associated

with Solution facilities are generally limited only to accounting, audit or other City approved costs directly attributable to the services. In no case may Administrative Costs payable hereunder exceed the City approved total amount provided in any Administrative Cost line item(s) of Exhibit B, attached hereto.

6.14 Payment for services provided under this contract is governed by the terms of Ordinance No. 42-98; 1984 Detroit City Code, Sections 18-5-71 through 18-5-79 entitled "Prompt Payment of Vendors".

The individual responsible for accepting performance under this Contract and from whom payment should be requested is Project Manager, (name) who may be reached at, Planning and Development Department, 65 Cadillac Square, Suite 1400, Detroit, Michigan 48226, telephone number(313) 224-9974, fax number (313) 224-2321.

## **7. INDEMNITY AND DAMAGES**

7.01 The Sub-recipient agrees to save harmless the City from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses including without limitation, reasonable fees and expenses for attorneys, expert witnesses, and other consultants, at the prevailing market rate for such legal services, expert witnesses, and other consultants, which may be imposed upon, incurred by, or asserted against the City by reason of any of the following occurring during the term of this Agreement:

- a. Any negligent or tortuous act, error or omission of the Sub-recipient or any of its Associates for whose acts any of them may be liable, regardless of whether or not it is caused in part by a person indemnified hereunder.
- b. Any failure by the Sub-recipient or any of its Associates to perform its obligations either expressed or implied under this Agreement.

The Sub-recipient also agrees to hold harmless the City from any and all injury to the person, or damage to property of, or any loss or expense incurred by, an employee of the City which arises out of or pursuant to the Sub-recipient's performance, or that of its Associates under this Agreement.

7.02 The Sub-recipient undertakes and assumes all risks of dangerous conditions, if any, in and about any City premises and agrees to make an examination of all places where it will be performing the Services in order to determine whether such places are safe for the performance of the Services. The Sub-recipient also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates for personal injuries or property damage while performing under this Agreement on premises which are not owned by the City.

7.03 The Sub-recipient agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials that it or its Associates use or have in their possession while performing this Agreement. Further, the Sub-recipient agrees to hold the City harmless for any loss of such property and materials used by any such person pursuant to the Sub-recipient's performance under this Agreement or which is in their possession.



7.04 In the event of any claim, action, or proceeding, by any third party against the City, arising from the performance of the Sub-recipient, and/or its contractors, subcontractors and/or Sub-recipients hereunder, upon Notice from the City the Sub-recipient shall pay for the full reasonable cost of the City defending such claims, actions or proceedings, and the Sub-recipient shall indemnify the City against any loss, cost, expense, liability or settlement arising out of such claim, action or proceeding, whether or not such claim, action or proceeding, is successful.

7.05 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Sub-recipient under Workers Compensation Acts or other employee benefit acts. In addition, the Sub-recipient agrees to hold the City harmless from the payment of any deductible on any insurance policy.

7.06 The Sub-recipient agrees that this Article 7 Indemnity and Damages shall apply to all matters described in this Article, "Indemnity and Damages", (whether the matter is litigated or not) which occur or arise between the Sub-recipient or its Associates, and the City, and agrees to save the City harmless there from as provided in this Article 7.

## **8. INSURANCE**

8.01 The Sub-recipient shall maintain, during the term of this Contract the following insurance:

- a. Worker's Compensation insurance (subject to the terms of subparagraphs (1) and (2), below) for Employees which meets the State of Michigan's statutory requirements and Employer's Liability Insurance (subject to the terms of subparagraphs (1) and (2), below) with minimum limits of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS each accident. The Sub-recipient agrees that it shall obtain a similar covenant from any consultant or contractor retained by it to perform any of the Services under this Agreement and shall require all such consultants or contractors to obtain such a covenant from all subcontractors, if any.
- (1) Workers Compensation and Employers Liability Insurance will only be required for those Sub-recipients which employ or will employ one or more employees during the term of the agreement (including any amendment or extension). If a Sub-recipient has no employees and will not have any during the term of this agreement, it shall so certify on a form prescribed by the Planning and Development Department, which shall be attached to this agreement as an Exhibit.
- (2) Any Sub-recipient which has provided such a certification and which later (but still during the term of this Sub-recipient agreement) intends to employ one or more persons, must provide the Department notice of its intention at least thirty (30) days prior to employing any such person. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Planning and Development Department, the Sub-recipient shall provide the Department with satisfactory evidence of Workers Compensation and Employers Liability Insurance, which complies with the terms of subparagraph a, above.

- b. Commercial General Liability Insurance, which conforms to the following minimum requirements:
  - (1) Names the "City of Detroit", as its respective interest may appear as an additional insured.
  - (2) The policy limits shall be ONE MILLION (\$1,000,000) DOLLARS each occurrence; TWO MILLION (\$2,000,000) DOLLARS minimum aggregate;
  - (3) The policy shall include coverage for independent contractors' liability.
- c. Automobile Liability Insurance covering all owned (subject to the terms of subparagraphs 91) and (2), below), hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability combined single limit of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence.
  - (1) Automobile Liability Insurance covering owned automobiles will only be Required for those Sub-recipients which own or will own, one or more automobiles during the term of the agreement (including any amendment or extension). If a Sub-recipient does not own an automobile and will not have any during the term of this agreement, it shall so certify on a form prescribed by the Planning and Development Department, which shall be attached to this agreement as an Exhibit.
  - (2) Any Sub-recipient which has provided such a certification and which later (but still during the term of the this Sub-recipient agreement) intends to acquire one or more automobiles, must provide the Department notice of its intention at least thirty (30) days prior to taking title to any such automobile. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Planning and Development Department, the Sub-recipient shall provide the Department with satisfactory evidence of insurance, including owned auto coverage, which complies with the terms of subparagraph c, above.
- d. The Sub-recipient shall obtain Fidelity Bonds or other similar dishonesty protection insurance as provided in paragraph 9 of Exhibit C attached hereto.

8.02 The Sub-recipient shall be responsible for payment of all deductibles contained in any insurance required hereunder.

8.03 If during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate the insurance limits, or types of coverage, the Sub-recipient shall furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Sub-recipient's expense, under valid and enforceable policies issued by insurers of recognized responsibility which are well rated by national rating organizations and are acceptable to the City.

8.04 Certificates of Insurance evidencing the required insurance coverage shall be submitted by the Sub-recipient at the time it executes the Agreement or at such later time, prior to the

commencement of any services under this agreement, as may be appropriate within the judgment of the Planning and Development Department. Any agreement by the Department to a delayed submission of insurance certificates shall be evidenced by a form prescribed by the Department and signed by the project manager which shall be attached to this Agreement as an Exhibit. All policies shall name the Sub-recipient as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least ten (10) days prior notice to the City. The comprehensive liability insurance certificate and policy shall name the additional insured required by Section 8.01 b.(1) hereof. Certificates of Insurance evidencing all required coverages shall be submitted to the Finance Department, Accounts Payable Section, 612 Coleman A. Young Municipal Center, prior to the commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

8.05 The Sub-recipient shall cause all contracts and sub grants under this Agreement which are between the Sub-recipient and its contractors, including subcontracts at lower tiers, and all sub sub-grants, if any, to require that the contractors, subcontractors, and sub-sub-grantees, if any, shall maintain all of the insurance required by this Article 8 and that the liability insurance shall name as an additional insured the City as defined in Section 8.01 b.(1) hereof and the Sub-recipient.

8.06 The provisions of this Contract requiring the Sub-recipient to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Sub-recipient under this Agreement.

8.07 In Addition to the above requirements, the Sub-recipient shall, if applicable, comply with the bonding and insurance requirements set forth in OMB Circular A-122 and in the Federal regulations at 24 CFR 84 including without limitation those regarding bonding insurance.

## **9. TERMINATION**

9.01 The City may terminate this Agreement for cause upon giving written notice of termination to the Sub-recipient at least twenty-four (24) hours before the effective date of the termination, should the Sub-recipient: (1) fail to fulfill in a timely and proper manner its obligations under this Agreement; or (2) violate any of the covenants, agreements, or stipulations of this Agreement; the Sub-recipient shall be liable to the City for any damages it sustains by virtue of this Sub-recipient's breach or any reasonable costs the City might incur enforcing or attempting to enforce this Agreement, including reasonable attorney's fees. The City may withhold any payment(s) to the Sub-recipient for the purpose of setoff until such time as the exact amount of damages due to the City from the Sub-recipient is determined. It is expressly understood that the Sub-recipient will remain liable for any damages the City sustains in excess of any setoff. If the Agreement is so terminated, the City may take over the performance of the Services and prosecute the same to completion by contract or otherwise, and the Sub-recipient shall be liable to the City for any costs occasioned to the City, thereby.

9.02 The City may terminate this Agreement without cause at any time, without incurring any further liability whatsoever, other than as stated in this Article 9, by giving written notice to the Sub-recipient of such termination (herein called a "Notice of Termination"), specifying the effective date thereof, at least twenty-four (24) hours prior to the effective date of such termination. The amount of the payment shall be computed by the City on the basis of the Services provided, which, in the judgment of the City, represents a fair value of the Services

provided, less the amount of any previous payments made, which final payment the Sub-recipient agrees shall constitute full and complete payment and satisfaction under this Agreement. Should the City or the City's designee undertake any part of the Services which are to be performed by the Sub-recipient, the Sub-recipient shall not be entitled to any compensation for the Services so performed. This Section 9.02 is subject to the maximum sum payable provision in Section 5.01.

9.03 After receipt of a Notice of Termination and except as otherwise directed by the City, the Sub-recipient shall:

- a. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- b. Obligate no additional Agreement funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on contractors for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated; and require all contractors to place no further orders on subcontractors for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- c. Terminate all orders and contracts to the extent that they relate to the portion of work so terminated, and cause to be terminated all subcontracts, if any, to such extent;
- d. As of the date the termination is effective, preserve all Agreement records (as hereinafter defined) and submit to the City such records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment and other property purchased for the Project (if any), and all pertinent keys to files, buildings and property and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- e. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Agreement, and a listing of all creditors, contractors, lessors, and/or other parties with which the Sub-recipient has incurred financial obligations pursuant to this Agreement (if any), and a listing of all subcontractors, if any.

9.04 Upon completion or other termination of this Agreement, (1) all finished or unfinished original documents or copies (when originals are unavailable) data, studies, surveys, drawings, maps, models, photographs, files, intermediate materials, supplies, notes, reports or other materials (herein collectively called the "Work Product") prepared by the Sub-recipient under this Agreement or in anticipation of this Agreement, and (2) all property, including without limitation, all materials, supplies and equipment, which were/was purchased by the Sub-recipient on a cost basis hereunder and which has not been consumed in the normal and proper performance by the Sub-recipient hereunder as of the effective date of the Notice of Termination or the expiration date hereof, shall become the sole and exclusive property of the City, whether or not in the Sub-recipient's possession, free from any claim or retention of rights thereto on the part of the Sub-recipient, except as herein specifically provided, and shall promptly be delivered to the City upon the City's request and the City shall return all Sub-recipient's properties to it. The Sub-recipient acknowledges that any intentional failure or intentional delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately

compensable in damages and for which the City has no adequate remedy at law and the Sub-recipient accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product which the Sub-recipient hereby consents to as well as all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Project. In regard to the property so purchased on a cost basis, the City may at its sole option setoff against any Agreement payments due to the Sub-recipient hereunder, the actual amount(s) which had been reimbursed by the City to the Sub-recipient for the cost(s) of all such property acquired on a cost basis less the amount as determined by the City for any such property delivered to the City.

9.05 Each party shall assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

9.06 In accordance with the Federal regulations at 24 CFR 85.43, the City may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any term of this Agreement, and the City may terminate this Agreement for convenience in accordance with the Federal regulations at 24 CFR 85.44. In the event that the City so suspends or terminates this Agreement then the City shall so suspend or terminate this Agreement pursuant to said Federal regulations and pursuant to Sections 9.01, 9.02, 9.03, 9.04, and 9.05 hereof, except that if there is any conflict between the said Federal regulations and the said sections of this Agreement, then the said Federal regulations shall govern.

9.07 It is understood by the parties hereto that Federal regulations require that this Agreement remain in force for so long as the Sub-recipient has control over ESG funds, including program income. Therefore, notwithstanding the other requirements set forth herein regarding (1) termination of this Agreement and (2) the expiration date of this Agreement, the Sub-recipient shall comply with all requirements of this Agreement for a period which shall extend beyond the expiration date and/or termination date of this Agreement for so long as the Sub-recipient shall continue to maintain control over such funds.

## **10. PROCEDURES FOR FILING AN APPEAL**

10.01 All appeals must stipulate an issue of fact (procedure) concerning:

- Bias, discrimination or conflict of interest on the part of the City
- City's claim of Sub-recipient's failure to comply with the procurement process
- City's claim of Sub-recipient's errors in computing reimbursement payment requests
- City's denial of payments due to Ineligible expenses
- City's denial of contract amendment request
- City's denial of contract modification request

- City's claim of Sub-recipients failure to comply any other City/HUD regulations or procedures described in the agreement
- 10.02 Appeals must state the grounds for the appeal with specific facts and complete statements of the action(s) being appealed.
- 10.03 Appeals must include a description of the relief or corrective action sought.
- 10.04 Appeals will be rejected, as without merit, if they address non-procedural issues such as:
- A project manager's professional judgment on the administration of the contract
  - The City's assessment of its own and/or other agencies needs requirements
- 10.05 All appeals must be submitted in writing. E-mails or fax copies will not be accepted.
- 10.06 All appeals must be signed by the appealing party or authorized agent and must include return address and telephone number of the appealing agency.
- 10.07 Appeals regarding Sub-recipient's agreement can be made any time after the contract has been approved by the City of Detroit.
- 10.08 All appeals must be addressed and mailed or hand delivered to the Planning & Development Director:
- Director  
Planning & Development Department  
City of Detroit  
65 Cadillac Square, Suite 2300  
Detroit, MI 48226
- 10.09 Appeals that do not follow this procedure will not be considered. This appeal procedure will be the only administrative remedy available to organizations having approved sub-recipient agreements with the City of Detroit.

## **11. ASSIGNMENT, CONTRACTING OR SUBCONTRACTING**

- 11.01 The Sub-recipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereof. Any such consent given in any one instance shall not relieve the Sub-recipient of its obligation to obtain the prior written consent of the contracts and City to any further assignment.
- 11.02 None of the Services covered by this Agreement shall be subcontracted out by the Sub-recipient without prior review and approval by the City. Such covenant shall not constitute a basis for privity between the City and any subcontractors of the Sub-recipient, and the Sub-recipient agrees to indemnify and hold the City harmless from such claims initiated pursuant to any such contracts it enters into in performance of this Agreement.

11.03 This Agreement shall inure in all particulars to the City, its agents, successors and assigns.

11.04 In the event that the Sub-recipient, under this Agreement, enters into contract(s) with subcontractor(s), the Sub-recipient shall obtain independent contractors liability insurance coverage in addition to all other types of coverage required hereunder.

11.05 The parties hereto acknowledge that the Department of Housing and Urban Development requires all ESG recipients and sub-recipients to keep records and report on the use of ESG funds. Therefore the Sub-recipient shall ensure that for all contracts and subcontracts under this Agreement that each subcontractor shall keep records and report in sufficient detail to the Sub-recipient, and that each subcontractor, if any, shall keep records and report in sufficient detail to the contractor, on all use of ESG funds, so as (1) to enable the City to meet all of its Federal reporting and monitoring obligations and (2) to enable the Sub-recipient to meet all of its reporting and monitoring obligations under this Agreement and/or as required by Federal regulations. At a minimum, all record keeping and reporting requirements imposed on the contractor by the Sub-recipient shall include all record keeping and reporting requirements similarly required of the Sub-recipient herein, unless otherwise specifically provided for in this Agreement. In the event of any dispute between the parties hereto as to reporting requirements required hereunder or to be required of contractors and/or subcontractors, the reasonable determination of the City shall govern.

11.06 Costs to be paid under this Agreement which are the result of costs incurred under:

- (1) cost type contracts with for-profit organizations, or cost type portions of contracts with for-profit organizations; or
- (2) cost type subcontracts with for-profit organizations, or cost type portions of subcontracts with for-profit organizations;

shall be allowable only if such costs are consistent with the Federal cost principles set forth in the Federal regulations at 48 CFR Part 31.

11.07 The Sub-recipient shall include in all contracts under this Agreement, and cause to be included in all subcontracts under such contracts, all clauses described in the Federal regulations at 24 CFR 84.48, including without limitation those set forth in Appendix A of said Part 84, as applicable as determined by the terms of the provision, except that the thresholds set forth therein for applicability of the Contract Work Hours and Safety Standards Act shall be revised to cover only contracts in excess of \$100,000.

## **12. CONFLICT OF INTEREST**

12.01 The Contractor warrants that its participation in this contract will conform to the requirements of all applicable Community Development Block Grant regulations including Sections 84.42, 85.36 and 570.611 of Title 24 of the Code of Federal Regulations, and further warrants that such participation will not result in any Organizational, Conflict of Interest. Organizational Conflict of Interest is defined as a situation in which the nature of work under this contract and the Contractor's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The Contractor's objectivity in performing the contract work may be impaired.

12.02 In the event the Contractor has an organizational conflict of interest as defined herein, the Contractor shall disclose such conflict of interest fully in the submission of the proposal and/or during the life of the contract.

12.03 The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Director and Executive Manager, which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Planning and Development Department may, however, terminate the contract if it is in best interest of the City.

12.04 In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Planning and Development Department may terminate the contract for default.

12.05 The provisions of this clause shall be included in all subcontracts and consulting agreements.

12.06 No federal, state or local elected official nor any member of the City of Detroit Planning Commission or employee of the Planning and Development Department nor any corporation owned or controlled by such person, shall be allowed to participate in any share or part of this contract or to realize any benefit from it.

12.07 No member, officer, or employee of the City of Detroit Planning and Development Department, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

12.08 The Planning and Development Department reserves discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

12.09 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services Under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

The Contractor further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.

12.10 The Contractor also hereby warrants that it shall not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation and, in addition, may, at its election, deduct from any amounts owed to the



Contractor hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

### **13. PROCUREMENT, COMPLIANCE WITH LAWS AND SECURITY REGULATIONS**

13.01 The Sub-recipient agrees to adhere to requirements in OMB Circular A-110 and City requirements regarding procurement of goods or services using agreement funds in whole or in part. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with applicable requirements (24 CFR 84.40-48)

13.02 The Sub-recipient must establish written selection procedure for procurement transactions, and the procedures must be adequate to ensure fair pricing and to avoid the purchase of unnecessary or duplicate items (24 CFR 85.36(b)(4) & 84.44(a)(1)-(2). The procurement procedures shall not restrict or eliminate competition.

13.03 The Sub-recipient agrees that the City shall not honor any reimbursement request from the Sub-recipient without sufficient documentation of its procurement process.

13.04 The Sub-recipient agrees to purchase only eligible goods & services as specified under this agreement to qualify for reimbursements.

13.05 Acquisition cost of goods or services of Five Thousand Dollars (\$5,000) and above must be procured through written purchase orders, with a minimum of three (3) quotes to ensure proper cost reasonableness.

13.06 This agreement may be terminated if the Sub-recipient fails to show documentations for its procurement procedures upon request by the City or HUD local office.

13.07 The Sub-recipient shall comply, and shall require all employees, contractors, consultants and subcontractors to comply, with all applicable Federal, State and local laws, ordinances, codes, regulations, and policies, including, but not limited to, all security regulations in effect from time to time on the City of Detroit's premises; codes and regulations for materials belonging to the City or developed in relationship to this Project externally; where applicable and where not prohibited by state or Federal law, Mayor's Executive Order No. 4, Executive Order No. 2007-1 attached as Exhibit U, all applicable City of Detroit Human Rights requirements, including without limitation Section 27-1-1 et seq. of the 1984 City Code; and all assurances and regulations pursuant to Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11301 (1988), as amended by Section 832 of the Cranston-Gonzalez National Affordable Housing Act, Pub. L. 101-625; HUD implementing regulations at 24 CFR Part 570; Office of Management and Budget (OMB, herein) Circular A-122 "Cost Principles for Non Profit Organizations"; OMB Circular A-133, as applicable; cost principles applicable to all requirements imposed by the City on the Sub-recipient due to the City's obligations under OMB Circular A-133; and with the Federal "Uniform Administrative Requirements" set forth at the Federal regulations found at 24 CFR Part 84 as applicable.

The Sub-recipient shall save the City harmless with respect to any damages arising from any violation by it or its Associates of all laws, regulations, codes and policies named or referred to in this Section 13. The Sub-recipient shall require as part of any contractual and/or sub-

contractual agreement entered into under this Agreement, that the contractors and/or subcontractors comply with all such laws and regulations as are applicable to them hereunder and require them to perform in such a manner so as to allow the Sub-recipient and the City to remain in compliance with such laws and regulations as apply to the Sub-recipient and the City hereunder. The Sub-recipient shall commit no trespass on any public or private property in performing any of the Services hereunder.

If any conflict should arise regarding the interpretation of the provisions and requirements of OMB Circulars A-122, and/or A-133 and/or the requirements of the regulations at 24 CFR 84 or of the applicability of the provisions and requirements of these Circulars and regulations to the Sub-recipient, the reasonable interpretation of the City shall govern. Further, if there is any conflict inherent between the requirements of the OMB Circulars and/or the regulations at Part 84 themselves, the City shall determine which provisions and requirements shall apply to the Sub-recipient. The Sub-recipient may request copies of the above named OMB Circulars, and/or copies of said regulations, or their respective revisions, from the City, but the Sub-recipient shall comply with all requirements of these Circulars and regulations and shall comply with all requirements of this Section 13 of this Agreement irrespective of whether the Sub-recipient requests copies of these Circulars and regulations or of their respective revisions from the City and irrespective of whether the Sub-recipient actually receives any such copies from the City.

The Sub-recipient shall carry out the Services required hereunder in compliance with all laws and regulations described in Subpart K of 24 CFR Part 570, including but not limited to the regulations found at 24 CFR 570.608, "Lead-based paint", as applicable, and the regulations found at 24 CFR 570.605, "National Flood Insurance Program", as applicable, except that the Sub-recipient shall not assume the City's environmental responsibilities described at 24 CFR 570.604 and the Sub-recipient shall not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Sub-recipient shall use any real property under the control of the Sub-recipient, that was acquired or improved in whole or in part with ESG funds in excess of \$25,000, in such a manner so that such use, for at least five years after expiration of this Agreement, shall meet one of the three national objectives required by the Federal regulations at 24 CFR 570.208; or, with prior written City approval, dispose of such real property in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. The City may, at its sole option, waive reimbursement after the five year period mentioned above in this paragraph, only if all national objectives have been met during the five year period.

In the event that, pursuant to the regulations at 24 CFR 570.503(b)(8), the Sub-recipient is required to ensure that any real property that was acquired or improved, in whole or in part, with ESG funds in excess of \$25,000, shall be used and/or disposed of in compliance with 24 CFR 570.508(b)(8), then the Sub-recipient shall comply with all requirements of this Agreement applicable to use and/or disposition of such real property, including record keeping requirements, for five years after the expiration or termination of this Agreement.

In addition, notwithstanding the other requirements set forth herein regarding (1) termination of this Agreement and (2) the expiration date of this Agreement, the Sub-recipient shall comply with all record keeping obligations as specified herein for not less than a four year retention period. The retention period shall begin no earlier than on the date as specified in the

regulations at 24 CFR 84.53, except that the retention period referenced in 84.53(b) pertaining to individual ESG activities shall be four years; but said retention period shall not begin until after the date upon which the Sub-recipient no longer receives, uses, or retains program income and/or miscellaneous revenue, irrespective of whether said date occurs after the expiration date or termination date of this Agreement; whichever is later.

The Sub-recipient shall be governed by the financial responsibility requirements set forth at Section 6.05 and Section 6.06 herein.

13.08 The Sub-recipient shall include or cause to be included the following language (referred to as the "Section 3 clause") in all Section 3 covered contracts and subcontracts under this Agreement and shall comply with the Federal regulations at 24 CFR part 135, which implement section 3:

All section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

### **SECTION 3 CLAUSE**

#### **24 CFR Part 135.38 and HUD Grant Agreement**

A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13.09 The Sub-recipient shall comply with all federal requirements regarding separation of Church and state as provided in Exhibit P, attached hereto and made a part hereof.

13.10 If this Agreement is for construction and the compensation exceeds \$10,000, the Sub-recipient shall comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60).

13.11 If the compensation of this Agreement exceeds \$100,000, the Sub-recipient shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Sub-recipient shall report all violations to HUD, to the USEPA Assistant Administrator for Enforcement (EN-329), and to the City.

13.12 The Sub-recipient shall comply with and recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

13.13 The Sub-recipient shall include in all procurement contracts under this Agreement and cause to be included in all subcontracts under such contracts the provisions of the Federal regulations at 24 CFR 84.48, including without limitation those set forth in Appendix A of said part 84, as applicable.

13.14 The Sub-recipient shall comply with all requirements of the rule entitled "New Restrictions On Lobbying" found at 24 CFR 87 (the "Lobbying Rule", hereinafter). The parties hereto acknowledge that said rule requires, but is not limited to requiring, that the Sub-recipient and all

parties at lower tiers, including sub-sub-recipients, contractors and subcontractors, not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including sub-awards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including sub-awards at all tiers. The parties hereto further acknowledge that said rule requires that under certain conditions, specified therein, affected parties make certifications, file statements, and make disclosures, regarding the use of appropriated Federal funds, and regarding the use of funds which are other than appropriated Federal funds, in regard to the above described lobbying activities. The language of the certification required from the Sub-recipient and from all affected parties, including but not limited to the parties at all lower tiers, is attached to this Agreement as Exhibit O. The meaning of the terms in this Section 12.08 and in said certification shall be construed pursuant to the definitions of said terms as they are defined in the Lobbying Rule. The Sub-recipient shall require all parties at all lower tiers to comply with all requirements of the Lobbying Rule applicable to said parties and shall include the language of the certification, and require that the language of the certification be included, in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements). The Sub-recipient shall adhere to the terms of the certification and shall require all parties at lower tiers to so adhere. Notwithstanding the above described lobbying requirements, it is understood by the parties hereto that the submission of the certifications described above is required only if the compensation of this Agreement, as it may be amended, exceeds \$100,000.00, although all other requirements of this Section 12.08 are applicable, irrespective of the amount of said compensation.

13.15 The Sub-recipient shall comply with the requirements of the HUD Reform Act of 1989, as set forth in the Federal regulations located at 24 CFR Part 12, as applicable in regard to all applications received by the Sub-recipient in performance of the Services required hereunder, shall keep records on such compliance, shall make such records available for audit, examination, and monitoring, and, if required by the City, shall report on such compliance to the City in a manner as may be required by the City.

13.16 In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with ESG funds, pursuant to 24 CFR 576.22(b), the Sub-recipient:

1. represents that if it is, or if it may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;
2. agrees that, in connection with ESG funded services:
  - a) it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment to persons on the basis of religion;
  - b) it will not discriminate against any person applying for Solution or any ESG funded eligible activity on the basis of religion and will not limit such housing or other eligible activity or give preference to persons on the basis of religion;

c) it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;

d) the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Sub-recipient and in which the services are to be provided;

e) the portion of the facility used to provide public services assisted in whole or in part under this Contract shall contain no religious symbols or decorations; and

Provided that, minor repairs may be made if such repairs are directly related to the ESG services, are located in a structure used exclusively for non-religious purposes, are budgeted herein, and constitute in dollar terms only a minor portion of the ESG expenditure for the services.

13.17 Any Solution building for which ESG funds are used for one or more eligible ESG activities must be maintained by the sub-recipient as a Solution for the homeless for such a time period as specified as applicable at 24 CFR 576.73.

13.18 The Sub-recipient shall maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. The Sub-recipient shall certify and carry out the drug-free workplace requirements.

13.19 The Sub-recipient shall save the City harmless with respect to any damages arising from any violation by it or its Associates of all laws, regulations, codes and policies named or referred to in this Article 12. The Sub-recipient shall require as part of any contractual and/or sub-contractual agreement entered into under this Agreement, that the contractors and/or subcontractors comply with all such laws and regulations as are applicable to them hereunder and require them to perform in such a manner so as to allow the Sub-recipient and the City to remain in compliance with such laws and regulations as apply to the Sub-recipient and the City hereunder. The Sub-recipient shall commit no trespass on any public or private property in performing any of the Services hereunder.

## **14. AMENDMENTS AND BUDGET MODIFICATIONS**

14.01 The City may consider it in its best interest to change, modify or extend a term or condition of this Agreement. Any such change, extension, or modification, which is mutually agreed upon by the City and the Sub-recipient, shall be incorporated in written amendment(s) (hereinafter called "amendment(s)") to this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or release the Sub-recipient or the City from any of its obligations under this Agreement, except for those parts thereby amended. An amendment to this agreement shall be required if a major revision is needed to be made in the sub-recipient's approved scope of work. A major revision means that circumstances very different from what was stated in the original agreement are about to occur. Such major changes shall include but not limited to:

- The time to perform the services must not be extended to more than 90 days beyond the date the contract expires.
- A new activity is proposed.

- An entirely new population is targeted or is proposed to be served.
- An entirely different method of doing business will be used.
- An additional money will be added to the agreement, more work will be performed and more people will be hired.

14.02 MODIFICATIONS: The Sub-recipient may, if the City approves in writing, modify the line-item budget by requesting the modification in writing and specifying the need for the modification. Any modification of the line-item budget must be approved in writing by the City before the Sub-recipient commits to the expenditure of funds outside the currently approved line-item budget

14.03 Budget revision requests will not exceed the total cost of the agreement and requests made may not exceed 10% for pay raises originally unrecognized in the budget. All minor changes that do not affect the time frame, outcome, or total cost of the project shall be approved by letter. These may include but will not be limited to:

- Change in address of the organization's administrative office (but not a change in the neighborhood or client served)
- Change in hours of operation (but not change in total service units or number of people served)
- Change in job titles (but not of pay or personnel)
- Shifts in costs from one budget line item category to another
- Contract term extension(s) not exceeding 90 days
- Add a new budget line-item that will be consistent with the originally approved scope of work and will not change total budgeted amount of the contract.

14.04 The Sub-recipient agrees to submit an amendment or budget modification request to the City of Detroit, if necessary, at least 90 days before it is needed or before the expiration of the original agreement. The approval or disapproval of Sub-recipient's contract modification request shall be at the discretion of the Planning & Development Director or his or her designee, and shall depend upon what the original scope of service (Exhibit A) or Budget (Exhibit B) of the agreement provides.

## **15. AUDITS, MONITORING, RECORD KEEPING TRACKING AND REPORTS**

15.01 AUDITS: The Sub-recipient will submit to the City a copy of the organization's annual audit report for each year during which the sub-recipient agreement is in force. When required by OMB Circular A-133, the Sub-recipient shall also provide for an independent audit consistent with the rules established in that Circular

15.02 The Sub-recipient shall make available all books, documents, papers, records (herein collectively called "Records") and project sites directly pertinent to this Agreement for monitoring, audits, inspections, examinations and making excerpts and transcriptions by the City, the Department of Housing and Urban Development, and the Comptroller General of the United States, at all reasonable times. The Sub-recipient shall make available all such Records, in their entirety, including all identifying labels and case names, with no deletions, for all such monitoring, audits, inspections, examinations, and making of excerpts and transcriptions. The Sub-recipient shall keep full and complete records documenting all Services performed under this Agreement including, but not limited to, records of all activities performed pursuant to this